



AGENDA
PLAN COMMISSION MEETING
RICHFIELD VILLAGE HALL
4128 HUBERTUS ROAD, HUBERTUS, WISCONSIN
APRIL 7, 2016
7:00 P.M.

Pursuant to the requirements of Section 19.84, Wis. Stats., notice is hereby given of a meeting of the Village of Richfield Plan Commission, at which a quorum of the Village Board may attend in order to gather information about a subject which they have decision making responsibility. The meeting will be held at the above noted date, time and location. Notice of Village Board Quorum, (Chairperson to announce the following if a quorum of the Village Board is in attendance at the meeting: "Please let the minutes reflect that a quorum of the Village Board is present and that the Village Board members may be making comments under the Public Comments section of the agenda, during any Public Hearing(s) or if the rules are suspended to allow them to do so.")

1. Call to Order/Determination of quorum
2. Verification of Open Meetings Law compliance
3. Pledge of Allegiance
4. Approval of Minutes:
 - a. March 3, 2016 – Regular Meeting
5. REPORT
 - a. Brownfields Assessment Grant – Scott Harrington, Vandewalle & Associates, Inc.
6. PUBLIC HEARING
 - a. Discussion regarding a Conditional Use Permit application for amendment by Ms. Mary Anderson for subject property located at 4958 STH 167 (Tax Key: V10_0152) pursuant to Section 70.188(D)(12)
 - b. Discussion regarding Ordinance O2016-04-01, an Ordinance to rezone a subject property located at 3726 Hubertus Road (Tax Key: V10_0422) from Rs-3, Single Family Residential District to B-1, Neighborhood Business District
7. DISCUSSION/ACTION
 - a. Discussion and possible recommendation to the Village Board regarding a Conditional Use Permit application for amendment by Ms. Mary Anderson for subject property located at 4958 STH 167 (Tax Key: V10_0152) pursuant to Section 70.188(D)(12)
 - b. Discussion and possible recommendation to the Village Board regarding Ordinance O2016-04-01, an Ordinance to rezone a subject property located at 3726 Hubertus Road (Tax Key: V10_0422) from Rs-3, Single Family Residential District to B-1, Neighborhood Business District
 - c. Discussion and possible recommendation to the Village Board regarding the Final Plat for Lakeview Ridge Subdivision (Tax Key: V10_0963)
 - d. Discussion/Action regarding a Site, Building and Plan of Operation for the construction of a headquarters for the Richfield Volunteer Fire Station HQ at Heritage Park (Tax Key: V10_044800E)
 - e. Discussion regarding conceptual Rs-1b, Single Family Cluster/Open Space Residential District subdivision review (Tax Keys: V10_1250 and V10_1255)

Additional explanation of items on the agenda (Communication Forms) can be found on the village's website at www.richfieldwi.gov. Notification of this meeting has been posted in accordance with the Open Meeting Laws of the State of Wisconsin. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Clerk's office at 628-2260 with as much advance notice as possible.

4 a

1. Call to order/determination of quorum

Chairman Jim Otto called the meeting to order at 7:01 p.m.

In attendance were Chairman Jim Otto, Vice-Chairman Berghammer, Commissioners Melzer, Bartel, Trustee Collins, Village Administrator Jim Healy and Administrative Services Coordinator KateLynn Schmitt.

Commissioner Ray Cote had an excused absence.

2. Verification of Open Meetings Law compliance

Administrative Services Coordinator KateLynn Schmitt stated that the agendas were posted at the Richfield, Hubertus, and Colgate U.S. Post Offices as well as Village Hall. Digital copies of the agenda were sent to the West Bend Daily News, Germantown Express News, Hartford Times Press, and the Milwaukee Journal Sentinel.

3. Pledge of Allegiance

4. Approval of Minutes

a. February 4, 2016 – Regular Meeting

Motion by Vice-Chairman Berghammer to approve the minutes of the regular February 4, 2016 Plan Commission meeting; Seconded by Commissioner Melzer; Motion passed without objection.

5. PUBLIC HEARING

a. Discussion regarding a petition to amend various sections of 70.212, entitled Walkable Hamlet District

b. Discussion regarding a petition to rezone two (2) properties indicated by Tax Keys: V10_0355912001 (23.03 acres) and V10_0355912003 (0.03 acres) from Walkable Hamlet District to Rs-1b, Single-Family Cluster/Open Space Residential District

Commissioner Lalk entered the meeting at 7:03 p.m.

Administrator Healy introduced topics 5a. and 5b.

Chairman Otto asked for a motion to open the public hearing for both agenda items, and that the public first speak on agenda item 5a. then agenda item 5b.

Motion by Vice-Chairman Berghammer to open the public hearings; Seconded by Trustee Collins; Motion passed without objection.

Gil Frank, 4156 Elmwood Road, Colgate expressed concerns about “remnant properties”. He asked that the Commission look at what the plans are to do with the Phase II Walkable Hamlet District land.

Motion by Commissioner Melzer to close the public hearings; Seconded by Commissioner Lalk; Motion passed without objection.

6. DISCUSSION/ACTION

a. Discussion and possible recommendation to the Village Board regarding Ordinance O2016-03-01, an Ordinance to amend various sections of 70.212, entitled Walkable Hamlet District

Motion by Trustee Collins to recommend to the Village Board the approval of Ordinance O2016-03-01, an Ordinance to amend various Sections of 70.212 entitled Walkable Hamlet District; Seconded by Commissioner Melzer; Motion passed without objection.

b. Discussion and possible recommendation to the Village Board regarding Ordinance O2016-03-02, an Ordinance to rezone two (2) properties indicated by Tax Keys: V10_0355912001 (23.03 acres) and V10_0355912003 (0.03 acres) from Walkable Hamlet District to Rs-1b, Single-Family Cluster/Open Space Residential District

Chairman Otto stated that there is a concept plan, but he asked Administrator Healy to not include it in the packet and to only include the Ordinance proposal on its face.

Motion by Commissioner Bartel to recommend to the Village Board the approval of Ordinance O2016-03-02, an Ordinance to rezone Tax Keys: V10_0355912001 and V10_0355912003 from WHD, Walkable Hamlet District to Rs-1b, Single-Family Cluster/Open Space Residential District subject to the following Specific Condition of Approval:

- 1) That the Village Board also adopt by ordinance the proposed amendment to the Village's Future Land Use Map and related text amendments to the Comprehensive Plan on March 17, 2016 as previously recommended by the Plan Commission

Seconded by Commissioner Lalk; Motion passed without objection.

c. Acknowledgement of proposed amendments to both the Residential and Commercial SBOP for Reflections Village Subdivision

Village Administrator Healy discussed the Receivership for Reflections Village and summarized the proposed changes. The Receiver is asking the court to make revisions to the following documents:

- Residential SBOP for Reflections Village (and Amendment 1)
- Commercial SBOP for Reflections Village

In regards to the Commercial SBOP, the bulk of the changes relate to the fact that Landmark Credit Union will be the sole commercial property in the subdivision. The space that was set aside for future commercial development will be deeded to the Reflections Village HOA for open space.

d. Discussion and possible recommendation to the Village Board regarding the reconsideration of a One-Lot CSM for Wittenberger Farms, LLC. indicated by Tax Keys: V10_0166 and V10_0167

Administrator Healy presented the topic and discussed how it was previously approved by the Plan Commission, but was not filed with the Washington County Register of Deeds in time, hence the reconsideration.

Motion by Vice-Chairman Berghammer to recommend to the Village Board the re-approval of the proposed One-Lot CSM for Wittenberger Farms, LLC. indicated by Tax Key V10: 0166 and V10: 0167 subject to the general and specific conditions listed below.

Specific Conditions of Approval:

1. The final CSM shall comply with all requirements in Chapter 330 of the village code (subdivision regulations) and Chapter 236, Wis. Stats.

2. “James Healy, Interim Village Administrator/Clerk” be replaced with “James Healy, Village Administrator/Clerk”

General Conditions of Approval:

1. The subdivider shall satisfy all comments, conditions, and concerns of the Village Engineer, the Village Planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per Ch. 236, Wisconsin Statutes and Ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per Ch. 236, Wisconsin Statutes; and Washington County.
2. The subdivider shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

Seconded by Commissioner Lalk; Motion passed without objection.

e. Discussion and possible recommendation to the Village Board regarding a One-Lot CSM for Dan Tinti indicated by Tax Keys: V10_0486 and V10_048700A

Administrator Healy presented the topic. Discussion between Commissioners and Administrator occurred about property boundary lines in the area of the proposed CSM.

Motion by Vice-Chairman Berghammer to recommend to the Village Board the approval of the proposed One-Lot CSM for Mr. Dan Tinti indicated by Tax Key V10: 0486 and V10: 048700A subject to the general and specific conditions listed below.

General Conditions of Approval:

1. The subdivider shall satisfy all comments, conditions, and concerns of the Village Engineer, the Village Planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per Ch. 236, Wisconsin Statutes and Ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per Ch. 236, Wisconsin Statutes; and Washington County.
2. The subdivider shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also

constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

Seconded by Commissioner Melzer;

Discussion ensued regarding the easement being given to the Village for the benefit of road purposes.

Motion by Vice-Chairman Berghammer to amend the previously made motion to include page three (3) of the CSM depicting the easement; Seconded by Commissioner Melzer; Motion passed 4-2.

EDITORS NOTE: The motion to amend the previously made motion was passed. The Commission then considered the amended motion as a part of the original motion. It is included as a Specific Condition of Approval.

Motion by Vice-Chairman Berghammer to recommend to the Village Board the approval of the proposed One-Lot CSM for Mr. Dan Tinti indicated by Tax Key V10: 0486 and V10: 048700A subject to the general and specific conditions listed below.

Specific Conditions of Approval:

1. To include page three (3) of the CSM which describes the easement across the subject parcel.

General Conditions of Approval:

1. The subdivider shall satisfy all comments, conditions, and concerns of the Village Engineer, the Village Planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per Ch. 236, Wisconsin Statutes and Ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per Ch. 236, Wisconsin Statutes; and Washington County.
2. The subdivider shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

Seconded by Commissioner Melzer; Motion passed 4-2.

Commissioner Lalk left the meeting at 8:00 p.m.

f. Discussion and possible recommendation to the Village Board for Resolution R2016-03-01, a Resolution to commence the process for amending the Village's Comprehensive Plan

Motion by Vice-Chairman Berghammer to recommend to the Village Board for Resolution R2016-03-01, a Resolution to commence the process for amending the Village's Comprehensive Plan and to direct Staff to fulfill requirements of Wisconsin State Statues for giving notice of the proposed Public Hearing on April 21, 2016 at 7:00PM; Seconded by Commissioner Melzer; Motion carried without objection.

- g. Discussion/Action regarding a Site, Building, and Plan of Operation for Bender Automotive, located at 2903 STH 167 (Tax Key: V10_035000C)**

Motion by Commissioner Melzer to conditionally approve the proposed lighting plan for Bender Automotive, located at 2903 STH 167 (Tax Key: V10_035000C) subject to the written authorization by either the Washington County Highway Commissioner and/or a WisDOT official; Seconded by Trustee Collins; Motion passed without objection.

- h. Discussion/Action regarding potential text amendments to the A-1, Exclusive Agricultural District**

Administrator Healy led a discussion with the members of the Plan Commission regarding 'Agritourism' and 'Agribusiness'.

7. ADJOURNMENT

Motion by Commissioner Melzer to adjourn; Seconded by Commissioner Bartel; Motion passed without objection at 9:00 p.m.

Respectfully Submitted,

Jim Healy
Village Administrator

5 a

5 A



VILLAGE OF RICHFIELD PLAN COMMISSION COMMUNICATION FORM

MEETING DATE: April 7, 2016

SUBJECT: EPA Brownfields Assessment Grant – Coalition Partnership with Washington County
DATE SUBMITTED: April 1, 2016
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: NONE, DISCUSSION ONLY.

ISSUE SUMMARY:

In December of 2013, the Village was asked to partner with Washington County as a part of their application to the Environmental Protection Agency (EPA) for a “Brownfields Assessment Grant”. In order to apply for the grant, the Washington County Planning and Parks Department needed at least two (2) other local governments to step forward and be willing to be a ‘coalition partner’. From a financial standpoint, there was no monetary commitment that was required for the Village to participate, only an in-kind donation of Staff time to serve on the Site Revitalization Committee. The return on our investment of Staff time would result in approximately \$40,000 worth of planning and environmental services provided by their hired consultants, Stantec and Vandewalle and Associates, Inc. (hereinafter VA). In addition to the Village of Richfield agreeing to participate, several other communities in Washington County joined the coalition group in support of the grant application. The governmental entities involved include the Villages of Jackson and Slinger, and the Cities of West Bend and Hartford.

On September 19, 2014, the EPA awarded the grant to Washington County. The grant period is from October 1, 2014 to September 30, 2017. Washington County is responsible to the EPA for management of the cooperative agreement and compliance with the statutes, regulations and terms and conditions of the award, ensuring that all members of the coalition are in compliance with the terms and conditions of the memorandum agreement. The grant specifically supports funding for site revitalization inventories, corridor planning, environmental assessments and community outreach. Due to the minimal number of known ‘brownfields’ in the Village, the Washington County Planning and Parks Department recommended taking a broader approach and studying the entire corridor along STH 175 in the area of the former “Richfield Hamlet” as the best usage of the funds available. On October 21, 2015 the EPA approved the reallocation of funds for the Village to engage in the reuse/redevelopment planning work as a part of the Washington County Brownfield Assessment Grant.

The approach by VA in preparing the attached “Northeast Corridor Opportunity Analysis” report took advantage of Staff’s existing knowledge of Richfield and the region and focused on strengthening partnerships, building consensus, and creating momentum around the Village’s Future Land Use Map, economic goals as stated in the Community Buildout Analysis and other similarly aligned goals identified in the 2014 Comprehensive Plan update.

The areas highlighted in this analysis were as follows:

- The historical Village center/downtown roughly along STH 175 from the Richfield Volunteer Fire Company Station located at 2008 STH 175 to Depot St. on the south;
- The industrial area roughly bordering both sides of the railroad tracks from Pleasant Hill Road on the north to the downtown on the south;



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM

MEETING DATE: April 7, 2016

SUBJECT: EPA Brownfields Assessment Grant – Coalition Partnership with Washington County
DATE SUBMITTED: April 1, 2016
SUBMITTED BY: Jim Healy, Village Administrator

- The highway commercial frontage roughly along both sides of STH 167 from I-41 on the east to Mayfield Road on the west; and
- The future business mixed use area on the existing agricultural/undeveloped lands between STH 175 and I-41

The first “phase” of this project was to assess the existing conditions and perform an asset analysis. Their work began with an analysis of existing conditions, a review of relevant studies, reports, and trends that relate to the Village’s economic assets, future opportunities and community character. The research included qualitative research based on interviews and site visits as well as quantitative analysis based on key demographic and economic trends using a proprietary software. As a part of this planning endeavor, individual property owners, business owners, real estate agents, and various government officials were contacted and invited to attend a ‘roundtable’ discussion facilitated by VA.

Outcomes and insight that were obtained in the first “phase” of the project were used to study the area’s economic opportunities, including catalytic project opportunities, target clusters and businesses consistent with the community’s previously stated goals from past adopted plans. An important portion of this aspect of their analysis was the community workshop that was held on March 8th at the Fire Company Headquarters on STH 175. In February, 174 notices were mailed to those individuals who took part in our roundtable discussion and to all of the individual property owners located in the surrounding geographic vicinity. Approximately 50 people attended the meeting in March and in the end provided VA with survey information needed to supplement their report. It is included in the attachment as a part of the appendix.

Tonight, VA is here before a joint meeting of the Plan Commission and Village Board to discuss the results of the report, take questions from the respective bodies and offer what they consider to be a tentative roadmap to achieve long-term economic strength consistent with the community’s vision and goals. It is important to note that this is a recommendation-based report only. The document will not be incorporated in the Village’s Comprehensive Plan or any other plan for that matter. It is a ‘stand-alone’ document which the Village may choose to implement in some way, shape or form at some point in the future. The hope of VA and the Village Staff is that the creation of this report will help with future planning efforts in the NE corridor and further outline, to the benefit of residents, business owners, and other governmental partners, our stated plans for potential future development. After the conclusion of tonight’s meeting, the feedback received will be processed by VA and incorporated into a final document consistent with the EPA’s grant guidelines.

FUTURE IMPACT AND ANALYSIS:

REVIEWED BY:

Village Deputy Treasurer

Forward to Village Board: N/A
Additional Approvals Needed: N/A
Signatures Required: N/A

ATTACHMENTS:

1. DRAFT Northeast Corridor Opportunity Analysis



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM

MEETING DATE: April 7, 2016

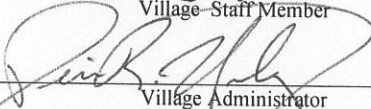
SUBJECT: EPA Brownfields Assessment Grant – Coalition Partnership with Washington County
DATE SUBMITTED: April 1, 2016
SUBMITTED BY: Jim Healy, Village Administrator

STAFF RECOMMENDATION:

None, discussion only.

APPROVED FOR SUBMITTAL BY:


Village Staff Member


Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

7 a



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM
MEETING DATE: April 7, 2016

SUBJECT: Conditional Use Permit amendment – Holy Hill Art and Farm Market (Tax Key: V10-0155 & 0152)

DATE SUBMITTED: March 31, 2016

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE PLAN COMMISSION WISH TO RECOMMEND TO THE VILLAGE BOARD THE VARIOUS AMENDMENTS FOR THE CONDITIONAL USE PERMIT PROPOSED BY THE APPLICANT?

ISSUE SUMMARY:

Ms. Mary Anderson and her agent, Ms. Kris Jacklin, have submitted a Conditional Use Application pursuant to Section 70.188(D)(12) of the municipal code for an amendment of their previously granted Conditional Use Permit (CUP). In 2012, Ms. Anderson was granted a CUP for her operation of the Holy Hill Art and Farm Market. Since that time she has operated pursuant to the conditions of her permit in a nuisance free manner, taking into the consideration the health, welfare, and safety of its patrons and the surrounding neighbors. As a condition of her prior approval, the Village's Building Inspector requested a structural analysis be done on one of the barns to ensure its load capacity was adequate. In July of 2013, Mr. John Groh, P.E. of 4th Dimension Design, Inc. made several recommendations for structural improvements which were carried out and inspected by the Village's Building Inspector, including the installation of steel columns for the first floor joists.

In four (4) years the Village has not had a documented complaint against the property. According to the property owner's agent, Ms. Kris Jacklin, an estimated 8,000 visitors came to this property in the fall of 2015. Holy Hill Art and Farm Market is seeking an amendment to their CUP to allow for various "seasonable establishments" to be held in their farm and agricultural buildings. Seasonal establishments is not otherwise defined in the Village's Zoning Code, so from a Staff perspective and from the direction given by the Plan Commission previously, this body has discretion and latitude with the types of seasonal uses allowed on the property. It was the opinion of Village Attorney John Macy in 2012 regarding this very same petition that the "broadest interpretation be considered for the applicant" when making these types of determinations. Below is the Section of the Village's Zoning Code for your consideration.

Section 70.188(D)(12): *'Seasonal establishments or operations for the retail sale of vegetables, fruits, flowers, nursery stock, other selected farm or agricultural products, antiques, crafts, and similar items when both farm and nonfarm products are available for sale from roadside stands or similar accessory structures greater than 150 gross square feet'.*

The types of "seasonal establishments" the Holy Hill Art and Farm Market is proposing is to allow the barns to essentially be used as a place for various life events to take place in. Pursuant to the drafted CUP, she is seeking the ability to host weddings, ceremonies, wedding receptions, educational classes, crafting classes, professional seminars/retreats, farm to table dinners, etc. The dates and times for her Art and Farm Market will remain unchanged, but she is also seeking the ability to have limited dates and hours of operations for the seasonal establishments as outlined in the draft CUP. The "farm to table dinner" concept is one that is becoming increasingly popular in the world of 'agribusiness'. There is a growing popularity to know where your food is coming from and to purchase food local. She is proposing three (3) such dinners which are outlined in the CUP under Exhibit "B".

Access to the land where the craft fair is set up is via an access point off of STH 167 on tax parcel V10-0155 (also owned by Ms. Anderson). From talking with then WisDOT Permit Coordinator Kevin Koehnke in 2012, no additional signage or



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM
MEETING DATE: April 7, 2016

traffic controls (other than what already exists) were needed for the craft fair to operate. As a Village Staff, we also are unaware of any unusually accident history for this area of STH 167, so we have no reason to believe the traffic or access to the property is any different than in 2012.

Village Attorney John Macy has reviewed the draft Conditional Use Permit and has not offered any suggested changes or edits to the same. Pursuant to the Village Code and State Statutes, a Class II Public Hearing notice has been published in the West Bend Daily News and every property owner within 300' has been notified via first-class mail. The notice was sent out 14 days ahead of tonight's scheduled meeting pursuant to the request of the Plan Commission. As of the time of this Communication Form, Village Staff has not received any written comments regarding this proposal.

FUTURE IMPACT & ANALYSIS:

REVIEWED BY: 
Village Deputy Clerk

Forward to Village Board: Yes
Additional Approvals Needed: Yes
Signatures Required: Yes

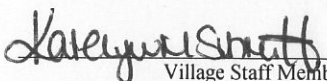
ATTACHMENTS:


1. DRAFT Conditional Use Permit
2. Class II Public Hearing Notice published in the West Bend Daily News
3. Pictures posted from www.HolyHillArtFarm.com

STAFF RECOMMENDATION:

Motion to recommend to the Village Board the approval of the proposed conditional use permit amendments for Ms. Mary Anderson's property located at 4958 STH 167 (Tax Key: V10_0152) subject to the terms and conditions contained therein.

APPROVED FOR SUBMITTAL BY:


Village Staff Member


Village Administrator

VILLAGE CLERKS USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

CONDITIONAL USE PERMIT
HOLY HILL ART & FARM MARKET –~~CRAFT FAIR~~ & SEASONAL
ESTABLISHMENTS

4958 STH 167 (Tax Key: V10-0152)

The Village Board of the Village of Richfield, Washington County, Wisconsin DO ORDAIN AS FOLLOWS:

Whereas, Mary Anderson (“petitioner”) owns the property generally located at 4958 STH 167 designated as tax keys V10-0152 and V10-0155 (“subject property”); and

Whereas, the subject property is designated A-1, Exclusive Agricultural District, UC, Upland Conservancy and LC, Lowland Conservancy on the Village’s official zoning map and contains approximately 70 acres with the combined two parcels; and

Whereas, in 2012 Mary Anderson was granted a Conditional Use Permit for the operation of the Holy Hill Art and Farm Market, a use allowed pursuant to Section 70.188(D)(12); and

Whereas, since 2012, the Holy Hill Art and Farm Market has operated its craft fair in a nuisance free manner, taking into consideration the health, welfare, and safety of its patrons and surrounding neighbors; and

Whereas, in 2016, upon receipt of the written petition for a Conditional Use Permit, the Village Clerk properly referred such petition to the Plan Commission for the Village of Richfield for determination; and

Whereas, upon receipt of the petition by the Village Clerk, the Plan Commission for the Village of Richfield scheduled a public hearing thereon as soon as practical; and

Whereas, upon publication of the required “Notice of Public Hearing” and mailing of said “Notice of Public Hearing” to all property owners within 300 feet of the subject property, the Plan Commission for the Village of Richfield held a public hearing on April 7, 2016~~November 1, 2012~~, as required by section 70.241 of the zoning code for the Village of Richfield; and

Whereas, members of the public at the public hearing were given ample opportunity to provide comment; and

Whereas, the Plan Commission for the Village of Richfield passed a motion recommending that the Village Board approve the conditional use; and

Whereas, the Village Board for the Village of Richfield, having carefully reviewed the recommendation of the Plan Commission for the Village of Richfield, having given the matter due consideration, and having based its determination on the effect of granting such conditional use permit on the health, general welfare, safety and economic prosperity of the Village and

specifically of the immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved, as well as impact on the surrounding properties as to noise, dust, smoke, odor or other similar factors, hereby determines that the use will not violate the spirit or intent of the zoning ordinance for the Village of Richfield, will not be contrary to the public health, safety or general welfare of the Village of Richfield, will not be hazardous, harmful, noxious, offensive or a nuisance by reason of smoke, dust, odor or other similar factors and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the conditional use is operated pursuant to the following conditions and in strict compliance with the same; ~~and~~.

Whereas, it is understood by the petitioner that this conditional use permit amendment shall repeal and recreate the conditional use permit previously granted in 2012, will supersede any previously granted approvals and as currently drafted will be the sole document which controls the uses allowed on the subject property; now

THEREFORE IT IS ORDERED AS FOLLOWS:

Commencing upon the date of signature of this approval by Village officials and the property owner, whichever occurs last, the Conditional Use Permit as set forth herein is approved.

The Conditional Use Permit shall continue in existence only so long as the conditional use is operated in compliance with this permit. This Conditional Use Permit is subject to initial and continued compliance with each and every one of the following conditions, restrictions, and limitations.

- A. This conditional use approval is granted for ~~a~~ seasonal farm-related operations and seasonal establishments subject to the following conditions:
1. Subject Property. This conditional use permit is limited to the subject property at 4958 STH 167 (Tax Key: V10-0152 & V10-0155)
 2. Presentation Compliance. The use of the subject property shall be in substantial conformity with the presentation at the public hearing before the Village of Richfield Plan Commission held on April 7, 2016. ~~November 1, 2012~~.
 3. Use Restricted. The use of the subject property is limited to (1) a single-family residence as authorized in the A-1 zoning district; (2) all principle, and accessory uses allowed by the Village's Zoning Code for the respective zoning classifications; and (3) a seasonal farm-related craft fair operation subject to Subsection 5(f); and (4) seasonal establishments, including but not limited to, weddings, ceremonies, wedding receptions, educational classes, professional seminars, farm to table dinners (Outlined in greater detail in Exhibit B), bridal/baby showers, book clubs, and commercial photo shoots consistent with Section 70.188(D)(12) of the Village's Zoning Code on tax parcel V10-0152, as further defined and restricted herein. ~~Although weddings have been conducted in the past for a fee, which is a~~

~~commercial activity, this conditional use permit does not authorize such continued use, which is not permitted under the zoning code.~~

4. Site plan. All operations on the subject property shall be consistent with the attached site plan, marked Exhibit "A", which is incorporated herein by reference. The attachment distinguishes between two sections of the property, the 'vendor area' where the sale of crafts and vegetables or other seasonal establishments will take place, and the 'parking area' which is an empty field utilized for patron parking. The petitioner is entitled to amend or change the site plan subject to the aforementioned conditions and subject to approval by the Plan Commission, which may be granted without a public hearing if such amendment or change is not a substantial change from the original plan as approved and as allowed herein. If the petitioner would like to expand the scope of the operations, the zoning administrator is authorized to review such petition and approve the same in writing if he or she determines that the activity is in keeping with the spirit and intent of this conditional use approval and is compatible with existing land uses. If the zoning administrator denies the proposed amendment, the petitioner may appeal the administrator's determination to the Plan Commission for a final determination. Any amendment or change in any plan contemplated herein that the Plan Commission finds, in its sole discretion, to be substantial will require a new permit and all Village procedures in place at the time must be followed.
5. Specific Conditions of Approval. In addition to other requirements as may be contained herein, the following conditions of approval must be satisfied:
 - a. Approval Required. Within four (4) months of when the Village Board approves this conditional use permit, the petitioner/property owner is required to accept the terms and conditions of this approval in writing. If a signature is not obtained this approval becomes null and void.
 - b. Permits Required. The petitioner is required to obtain all access permits as may be required by the Wisconsin Department of Transportation to have access off of Holy Hill Road (STH 167) or provide in writing that none are required.
 - c. Limited Parking Area. All parking related to this use shall occur on the subject property in the 'parking area' as indicated on the site plan marked as Exhibit "A". Parking on Holy Hill Road (STH 167) by patrons is prohibited, and constitutes a violation of this conditional use for which petitioner is responsible.
 - d. Limited Sales Area. All vendor sales shall occur on the subject property in the 'vendor area' as indicated on the site plan. Any sales or activity outside the designated area is prohibited, and constitutes a violation of this conditional use for which petitioner is responsible.
 - e. Security and Parking Assistance. The petitioner is responsible for employing or otherwise retaining individuals responsible for on-site security and/or parking assistance and enforcement which are adequate in number and appropriately trained to direct and otherwise assist with the parking of vehicles and accommodation of patrons related to the operation.
 - f. Limited Dates and Hours of Operation for the Holy Hill Art and Farm Market Farm Craft Fair. The petitioner is allowed to operate the Holy Hill Art and Farm Market pursuant to this conditional use only on one weekend (Fri-Sun) per

month, and only in the months of May, June, September, and October. The hours of operation shall be 9am-9pm on Friday and 9am-4pm on Saturday and Sunday. The petitioner shall notify the Village Administrator in writing at least two (2) weeks in advance of any such use.

f.g. Limited Dates and Hours of Operations for Seasonal Establishments. The petitioner is allowed to operation various “seasonal establishments” outlined in Subsection A(3) during the months of May through October. The hours of operation shall be 9am-12am on Friday and Saturday; 9am-8pm on Sunday; and 9am-10pm Monday through Thursday. The petitioner shall notify the Village Administrator in writing at least two (2) weeks in advance of any such use.

g.h. Limited Products and Activities. Agricultural uses and the The sale of garden and farm-related products such as vegetables, fruits, flowers, and nursery stock shall constitute the primary and most dominant element of this use. The sale of other, non-farm items shall be limited to antiques, crafts, artwork, and similar items, and seasonal events shall constitute an ancillary element of this use. Activities may be conducted related to the use, such as making crafts, and games for children, which shall also remain an ancillary element of this use. In the event of dispute as to whether the primary use remains the sale of garden and farm-related products, the matter shall be submitted to the Village Plan Commission who shall make the final determination.

h.i. Signage Regulated. All signage must comply with Chapter 30962 of the Village Code.

i.j. Restrooms Required. The petitioner shall provide portable restrooms for guests attending functions on the property at a rate of at least two units per every two hundred guests.

6. Nature of approval. This conditional use permit shall only be transferrable ~~to to~~ John Anderson, Kristine Jacklin, or both, being a second-generation (child) descendant of Mary Anderson. Should this land be transferred to either child, notification shall be given to the Village within 60 days of the date of the land transfer. This permit shall expire and become invalid upon the sale or transfer of ownership to anyone other than those named herein.
7. Licenses/Permits. The petitioner shall be required to obtain any and all required licenses and permits from the village, county, state, and federal government. If any license or permit is issued, any and all conditions of the same are incorporated herein and made a part of this conditional use permit.
8. Laws. The petitioner shall comply with all federal, state, county, and local rules, codes, ordinances, and regulations in the construction, operation, and maintenance of the subject property as amended from time to time.
9. Junk. No junk as defined in ~~e~~Chapter 26346 of the Village code of ordinances or disassembled, inoperable, junked or wrecked boats, motor vehicles, truck bodies, tractors, trailers also defined in chapter 46 shall be accumulated or stored on the subject property. No burying or burning of junk is permitted on the subject property.

10. Fees and Expenses. Upon issuance of this conditional use permit, the petitioner shall reimburse the Village for all expenses incurred by the Village including all professional and technical assistance expenses, realized by the Village in reviewing, approving, and granting this conditional use permit. The Village Clerk shall provide the petitioner with copies of all itemized invoices.
 11. Cost of Enforcement. Any attorney fees incurred by the Village of Richfield to enforce any of the conditions or requirements of this conditional use permit must be paid by the petitioner.
 12. Revocation or Modification of Approval. Whenever the Village Board has reasonable cause to believe that any of the conditions herein imposed are being or have been violated, or any use of the subject property related to the operation becomes hazardous, harmful, noxious, offensive, or a nuisance to surrounding properties, the Village Board shall have the right to revoke or modify this permit, including, but not limited to, imposing stricter conditions upon the use and/or operation through a revised permit by the following the process as set forth in Section 70.241(D)(2) of the Village code of ordinances.
 13. Right of entry for inspection. The petitioner and the property owner hereby give village officials, employees, and authorized agents the right to enter the subject property with reasonable notice for purposes of inspecting the premise to ensure compliance with the terms of this permit.
- B. Any use not specifically listed as permitted in the applicable sections of the zoning code shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to the classification of use the question shall be submitted to the Plan Commission for determination.
- C. No use is hereby authorized unless the use is conducted in a lawful, orderly, and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the municipal governing body, the ~~e~~C~~o~~unty of Washington, the ~~s~~S~~t~~ate of Wisconsin, the ~~F~~federal government, or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law.
- D. This conditional use hereby authorized shall be confined to the subject property described, without extension or expansion other than as noted herein, and shall not vary from the purposes herein mentioned unless expressly authorized in writing by the Plan Commission as being in compliance with all pertinent ordinances.
- E. Should the permitted conditional use be abandoned in any manner, or discontinued in use for ~~twelvethirteen~~ (1~~2~~3) months, or continued other than in strict conformity with the

conditions of the original approval, or should the petitioner be delinquent in payment of any monies due and owing to municipality, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration of public health, safety or welfare, the conditional use may be terminated by action of the Plan Commission, pursuant to the enforcement provisions of this conditional use permit.

- F. Any change, addition, modification, alteration and/or amendment of any aspect of this conditional use, including but not limited to an addition, modification, alteration and/or amendment to the use, premises (including but not limited to any change to the boundary limits of the subject property), structures, lands or owners, other than as specifically authorized herein, shall require a new conditional use permit and all procedures in place at the time must be followed.
- G. Unless this conditional use permit expressly states otherwise, plans that are specifically required by this conditional use permit may be amended upon the prior approval of the Plan Commission if the Plan Commission finds the plan amendment to be minor and consistent with the conditional use permit. Any change in any plan that the Plan Commission feels, in its sole discretion, to be substantial shall require a new permit, and all procedures in place at the time must be followed.
- H. Should any paragraph or phrase of this conditional use permit be determined by a Court to be unlawful, illegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use and the remainder shall continue in full force and effect.
- I. If any aspect of this conditional use permit or any aspect of any plan contemplated and approved under this conditional use is in conflict with any other aspect of the conditional use or any aspect of any plan of the conditional use, the more restrictive provision shall be controlling as determined by the Plan Commission.
- J. This conditional use permit may be reviewed by the Plan Commission at any time upon complaint or upon Plan Commission initiative as provided in Section 70.241(D)(2) of the Village of Richfield ~~Village~~ Code and as amended from time to time.
- K. All buildings housing patrons and/or vendors associated with this conditional use must be inspected by the Village Building Inspector to ensure compliance with all relevant building codes, and such defects as may be noted by the Village Building Inspector shall be remedied to the satisfaction of the Village Building Inspector, prior to commencement of the use in such buildings.
- L. This conditional use permit does not authorize the construction of any building or structure not otherwise approved or allowed in the underlying zoning district.

Passed this 21st day of April, 2016~~15th day of November, 2012~~

John Jeffords, President

Rock Brandner, Trustee

Bill Collins, Trustee

Daniel Neu, Trustee

Sandy Voss, Trustee

ATTEST:

Jim Healy, Village Administrator~~Joshua Schoemann, Administrator/Clerk/Treasurer~~

ACCEPTANCE

I, Mary Anderson, verify that I acknowledge that the Holy Hill Art and Farm Market and other seasonal establishments shall be bound by the terms of this conditional use approval in its entirety.

Dated this ____ day of _____, 2016~~2~~

Mary Anderson, Petitioner

Personally came before me this ____ day of _____, 201~~6~~2, the above named person, Mary Anderson, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC

My Commission Expires:





EXHIBIT B

Farm to Table Dinners

"Holy Hill Art Farm is excited to announce our very first Dinner on the Farm series! Tucked away on 70 private acres nestled among the cornfields and kettles of South Central Wisconsin, this 160 year old family farm homestead will host on-farm dinners from June through August. Just 30 short minutes from Milwaukee along a scenic drive toward Holy Hill, you will be in awe of this pristine and private setting. The grounds flow into the sleepy hills and slopes, with views for as far as the eye can see.

Join us in our century old historic barn and its thirty foot, ax-hewn oak beams with sunset filtering through the weathered boards. The barn is a magical place to celebrate the bounty of Wisconsin's growing season much like our ancestors did. Memories are made of this!

Seated in our barn at vintage chairs and farm tables adorned with fresh cut flowers from the gardens, you'll dine on themed dinners often featuring the farmer or baker who grow, raise or make the food. Our guests will experience peak season freshness and conversations with the farmer/food artisan who contributed to the table.

Along with great food and drink, we will also be featuring live local musicians for your ambient musical enjoyment. Eat, drink, relax. The open field skies typically show off the end of the day with a brilliant sunset as the event comes to a close.

Please remember – while we strive to create a rustic, peaceful and delicious evening for our guests, this is a farm and meals are served in a barn. Our events can be subject to inclement weather, insects and the usual "assaults" from nature. Dress is very flexible, some folks go "farm fancy", while other dress casually. We do encourage guests to wear or bring appropriate clothing and hats for the weather of the day. Insect repellents are also a good idea, especially if they find you more attractive than the food.

The price per ticket is \$65.00 (includes sales tax and gratuity). No refunds, but tickets are transferable. Seating is limited to 80 guests per event and diners must be 18 years or older."

Farm to Table Dinner Event #1

Thursday, June 21st from 6-9pm
"Meat and Potatoes Night"

"Just like our Great Grandma Loosen would have prepared! Served buffet style and presented to you by Prime Minister Restaurant. Beef Tenderloin smothered in sauce, chicken breast seasoned in lemon, olive oil and oregano, tossed salad, butter mashed potatoes and warm mixed vegetables, crisp fruits, dinner rolls with an array of special desserts prepared by Sweet P's Pantry. Includes refreshments of lemonade or water.

Farm to Table Dinner Event #2

Thursday, July 21st from 6-9pm
"Stone Fired Pizza Night"

"Combine the words pizza and road trip and Bingo! Prepared on a wood-fired authentic Italian brick pizza over from Italy and presented to you by Pap Franks, enjoy a handcrafted, pizza, custom-made individually for each guest with your choice of scrumptious toppings. Fresh season fruits accompany your pizza with an array of special desserts prepared by Sweet P's Pantry. Includes refreshments of lemonade or water.

Farm to Table Dinner Event #3

Thursday, August 25th from 6-9pm
"Pig Roast Night"

"Can you say party with a pig?! Enjoy the smoked aroma as our neighbors at Maple Creek Farms prepare your dinner on a roasting spit. Served buffet style enjoy your roasted pig along with sauerkraut, secret sauce, oven baked beans, buns and potato salad with an array of special desserts prepared by Sweet P's Pantry. Includes refreshments of lemonade or water."

2005 Legal Notice

NOTICE OF
PUBLIC HEARINGS
VILLAGE OF RICHFIELD
Thursday, April 7, 2016

Notice is hereby given pursuant to the requirements of Section 19.84, Wis. Stats., and provisions of the Village of Richfield municipal code that the Village of Richfield Plan Commission will conduct a public hearing for the following applications on Thursday, April 7, 2016, at 7:00 p.m. at the Village Hall, located at 4128 Hubertus Road, Hubertus, WI:

1. Conditional Use Permit application for amendment submitted by Ms. Mary Anderson for property at 4958 STH 167 (Tax Key: V10-0152); Hubertus, WI 53033, pursuant to Section 70.188(D)(12)

2. Rezoning application submitted by Ms. Nancy Manhattan for property located at 3726 Hubertus Road (Tax Key: V10-0422); Hubertus, WI 53033 from Rs-3, Single Family Residential District to B-1, Neighborhood Business District.

For information regarding these public hearings, contact Jim Healy, Planning and Zoning Administrator, at 262-628-2260. Copies of the applications are available from the Village Clerk during office hours from 7:30 a.m. to 4:00 p.m. Requests from persons with disabilities who need assistance to participate in this hearing should be made to the Village Clerk's office at 628-2260 with as much advance notice as possible.

Dated this 23rd day of March, 2016

Village of Richfield

Jim Healy

Village Administrator

Publish: March 25, 2016

WNAXLP



Holy Hill Art Farm

4958 Hwy 167 (Holy Hill Rd) Hubertus - WI 262.644.5698 or 262.224.6153

[Art & Farm Market Events](#)

[Plan & Design Team](#)

[Vintage & Farm Prop Rentals](#)

Originally our Loosen Family Homestead ~ This 160 year old 80 acre farm is Located in the Heart of the Kettle Moraine near Holy Hill ~ The rustic property has been

Transformed into a Unique Destination with an over abundance of Creativity and Inspiration Flowing through this Rustic Country Setting~

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[Vintage/Farm Prop Rentals](#)

[Market Folks & Application](#)

[Contact Us & Directions](#)

2016 ~ Art & Farm Market Events

June 4/5

September 17/18 October 15/16

Saturday & Sunday 9 - 4pm

Join Us!

*Unique Rustic Marketplace
Featuring Artists and Farmers
Presenting their Goods in a Natural
Setting*

Paintings~Drawings~Photography~Sculptures~Pottery~Vintage
Glass~Wood~Metal~Garden~Jewelry~Fabric~Canned Goods~Smoked Fish
For Those who Share our Passion for Art & Locally Made and Grown Products
Hot Food & Soups~ Produce & Refreshments Prepared by Farmers and Bakers
Check out the Creativity and Healthy Simple Living Ideas Here on the Farm!

Follow us on 

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Plan & Design Team

*Combining Dreams with Details to
Create an Event that is Completely You!*



We are a team of Artists with the passion and experience needed for planning unique and memorable events. Whether you're looking for us to assist with every detail, attend and coordinate or just fill in the gaps. Janelle and Kristine will coordinate a stress free event so you can enjoy every moment.

You set the budget and we'll create the magic and memories.

We can wait to hear from you ~ Let's Chat ~ Meet us at our Studio - The Art Farm!

Call 262.224.6153 ~ 262.408.8852 [or email us here](#)

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Weddings~Proposals~Corporate Events~Garden Parties~Holiday Parties~Bridal/Baby Showers~Anniversary Celebrations

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7 b



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM
MEETING DATE: April 7, 2016

SUBJECT: Rezoning petition by Nancy Manhattan for 3726 Hubertus Road (Tax Key: V10_0422)

DATE SUBMITTED: March 31, 2016

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE PLAN COMMISSION WISH TO RECOMMEND TO THE VILLAGE BOARD THE REZONING OF THE SUBJECT PROPERTY FROM RS-3, SINGLE FAMILY RESIDENTIAL DISTRICT TO B-1, NEIGHBORHOOD BUSINESS DISTRICT?

ISSUE SUMMARY:

The Village was approached by Nancy Manhattan, owner and operator of Johnny Manhattan's Restaurant regarding what she felt was a matter of public safety and overall concern. The property directly west of her establishment, located at 3726 Hubertus Road, indicated by Tax Key: V10_0422, was recently purchased by her in a strategic endeavor to help alleviate traffic congestion on Hubertus Road. Ms. Manhattan's plan for this property which is approximately 0.23 acres is to demolish the home, maintain the accessory structure for the storage of items related to her business and turn the property into an auxiliary parking lot for her patrons. In order to accomplish this development project, the subject property on the Village's Future Land Use Map would need to be changed from "Single Family" to "Commercial". At the March 3, 2016 Plan Commission meeting the following motion was made:

Motion by Vice-Chairman Berghammer to recommend to the Village Board for Resolution R2016-03-01, a Resolution to commence the process for amending the Village's Comprehensive Plan and to direct Staff to fulfill requirements of Wisconsin State Statutes for giving notice of the proposed Public Hearing on April 21, 2016 at 7:00PM; Seconded by Commissioner Melzer; Motion carried without objection.

The next step in the process for this property is the petition for the Plan Commission to consider tonight, a conditional rezoning of the subject property from Rs-3, Single Family Residential District to B-1, Neighborhood Business District. Should you choose to accept the rezoning petition, it is anticipated that next month the petitioner will contemporaneously submit a proposal to combine her principal place of business with this newly purchased property and propose an amendment to her Site, Building and Plan of Operation. The Site Plan amendment will address the engineering of the newly paved parking lot, the required additional landscaping and potential soft lighting.

A Public Hearing has been scheduled tonight and pursuant to our municipal code a Class II Notice has run for two consecutive weeks in the West Bend Daily News. Every property owner within 300' of the subject property was contacted. Mailings were distributed to adjacent property owners on March 25th, which is 14 days prior to tonight's hearing pursuant to your request. At the time of this writing, Staff has received no written comments from residents.



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM
MEETING DATE: April 7, 2016

FUTURE IMPACT & ANALYSIS:

REVIEWED BY: Karen M. Smith
Village Deputy Clerk

Forward to Village Board: Yes
Additional Approvals Needed: Yes
Signatures Required: Yes

ATTACHMENTS:

1. Resolution R2016-03-01, a Resolution to make amendments to the Comprehensive Plan
2. Ordinance O2016-04-01, an Ordinance to rezone the subject property
3. Washington County GIS aerial overview of subject parcel V10_0422

STAFF RECOMMENDATION:

Motion to recommend to the Village Board the conditional approval of Ordinance O2016-04-1, an Ordinance to rezone the subject property located at 3726 Hubertus Road (Tax Key: V10_0422) from Rs-3, Single Family Residential District to B-1, Neighborhood Business District subject to the following Specific Conditions of Approval:

Specific Conditions of Approval:

1. The Village Board adopt by Ordinance the proposed amendment to the Village's Land Use Map.
2. The Village Board approve a one-lot CSM combining the property located at 3726 Hubertus Road (V10_0422) and the principal place of business, Johnny Manhattan's.
3. The Plan Commission approve the proposed amendment to the Site, Building and Plan of Operation.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERKS USE ONLY
BOARD ACTION TAKEN

Brod Calder
Village Staff Member

(Signature)
Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

Village of Richfield Plan Commission

Resolution No. R2016-03-01

**A Resolution Acting and Recommending to the Village
Board the Amendment of the Village's Comprehensive Plan**

WHEREAS, the Village Board is authorized by state law to adopt a comprehensive plan as defined in Sections 66.1001(1)(a) and 66.1001(2), Wis. Stats., and to amend it from time to time; and

WHEREAS, the Village Board adopted a comprehensive plan in 2014, following extensive public participation, and has amended such plan on multiple occasions since then; and

WHEREAS, the Village Board adopted a public participation plan which established procedures and requirements to amend the adopted comprehensive plan; and

WHEREAS, Nancy Manhattan owns land indicated by Tax Key: V10-0422, located at 3726 Hubertus Road and has submitted an application to amend the future land use map (Map 12) included in the comprehensive plan by changing the land use classification of the area depicted in Exhibit A from "Single Family" to "Commercial"; and

WHEREAS, the Plan Commission reviewed the petitioner's request on March 3, 2016; and

WHEREAS, the Plan Commission finds that the comprehensive plan with the proposed amendments contains all of the required elements specified in Section 66.1001(2), Wis. Stats.; and

WHEREAS, the Village Board will hold at least one public hearing regarding the proposed amendment in compliance with the requirements of Section 66.1001(4)(d), Wis. Stats.

NOW THEREFORE, by a majority vote of the entire commission recorded in its official minutes, the Plan Commission recommends the following amendments to the Village Board:

1. Change the land use classification of the area depicted in Exhibit A from "Single Family" to "Commercial"

NOW THEREFORE, the Village Clerk is directed to send a copy of this resolution to each of the following:

- a. the clerk for Washington County;
- b. the clerk of every local government unit that is adjacent to the Village;
- c. the Wisconsin Land Council;
- d. the Wisconsin Department of Administration;
- e. Southeastern Wisconsin Regional Planning Commission; and
- f. those public libraries that serve the Village.

Exhibit A.

(See Attached)

Passed and adopted this 3rd day of March, 2016

James Otto, Plan Commission Chair

ATTEST:

James Healy, Village Administrator

ORDINANCE O2016-04-01

AN ORDINANCE TO REZONE A SUBJECT PARCEL OF LAND IN THE VILLAGE OF RICHFIELD AND TO AMEND THE ZONING MAP OF THE VILLAGE OF RICHFIELD PURSUANT TO SECTION 70.163 OF THE MUNICIPAL CODE

WHEREAS, the property owner, Ms. Nancy Manhattan, acting as the petitioner to rezone the property located at 3726 Hubertus Road, otherwise described by Tax Key: V10_0422 from Rs-3, Single Family Residential District to B-1, Neighborhood Business District; and

WHEREAS, the subject property contains 0.23 acres; and

WHEREAS, the rezoning petition has been submitted to the Village of Richfield Plan Commission for report and recommendation; and

WHEREAS, the required public notice of the public hearing has been provided consistent with Section 62.23 of the Wisconsin Statutes and the Village's zoning regulations; and

WHEREAS, the Plan Commission conducted a public hearing on April 7, 2016; and

WHEREAS, the Plan Commission has recommended to the Village Board that the rezoning change be made; and of the recommendation of the Plan Commission, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, having determined that the rezoning is substantially conforming to the Village's Comprehensive Plan, and having based its determination on the effect of granting of said rezoning on the health, safety, and welfare for the community, and the immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved, as well as the impact on the surrounding properties as to the noise, dust, smoke, odor and others, has hereby determined that the rezoning will not violate the spirit or intent the zoning ordinance for the Village of Richfield, will not be hazardous, harmful, noxious, offensive or a nuisance by reason of noise, dust, smoke odor or other similar factors and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the development is conducted pursuant to the following conditions and is in strict compliance with the same.

NOW, THEREFORE, the Village of Richfield Village Board, Washington County, Wisconsin ordains as follows:

Section 1. Zoning Map Change

The subject property is hereby rezoned as described above and depicted in Attachment 1, attached hereto, and the zoning map of the Village of Richfield is hereby amended to incorporate the zoning of the subject properties.

Section 2. Effective Date

This ordinance shall be in full force and effect from and after its passage and posting or publication as provided by law.

Adopted this 21st day of April, 2016

Attest:

John Jeffords, Village President

Attest: Jim Healy, Village Administrator/Clerk

DRAFT

PLAT OF SURVEY

PROPERTY DESCRIPTION: (Per Document No.: 1398697)

That part of the Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) of Section Fifteen (15), Township Nine (9) North of Range Nineteen (19) East, Town of Richfield, now known as Village of Richfield, County of Washington, State of Wisconsin, bounded and described as follows: Commencing at a point situated 907.5 feet East of the southwest corner of the Southeast ¼ of said Section 15, Township 9 North, Range 19 East; thence North, 154 feet; thence East, 118 feet; thence South, 154 feet; thence West, 118 feet to the place of beginning.

NOTE: Title Policy

As of the date of this survey, no title policy was provided, therefore this Plat of Survey does not guarantee the existence, size and location of any easements, encumbrances, restrictions or other facts that could otherwise be disclosed in a title search or current Title Policy.

Statement of Potential Encroachments:

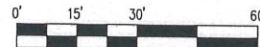
At the time this survey was performed the surveyor visually inspected the subject property and at his discretion has measured and has now shown on the face of this map certain features that appear to be on, near, or along a property line and is shown in reference to a property line, and has not identified the ownership of said feature, and is shown to the nearest 0.1 of a foot, and does not nor will not guarantee an accuracy greater than 0.1 of a foot in regards to said features.

LEGEND

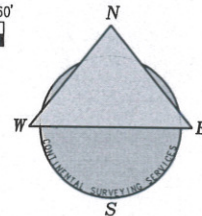
- (M) - Measured Data
(Field Measured)
- (R) - Recorded Data
(Metes n Bounds Descriptions)
- (P) - Platted Data
(Subdivision Data)
- (C) - Computed Data
- (CSM) - CSM Data
(Certified Survey Map)

Conversion to Inches

0.083' = 1"
0.166' = 2"
0.250' = 3"
0.333' = 4"
0.416' = 5"
0.500' = 6"
0.583' = 7"
0.666' = 8"
0.750' = 9"
0.833' = 10"
0.916' = 11"
1.000' = 1 Foot



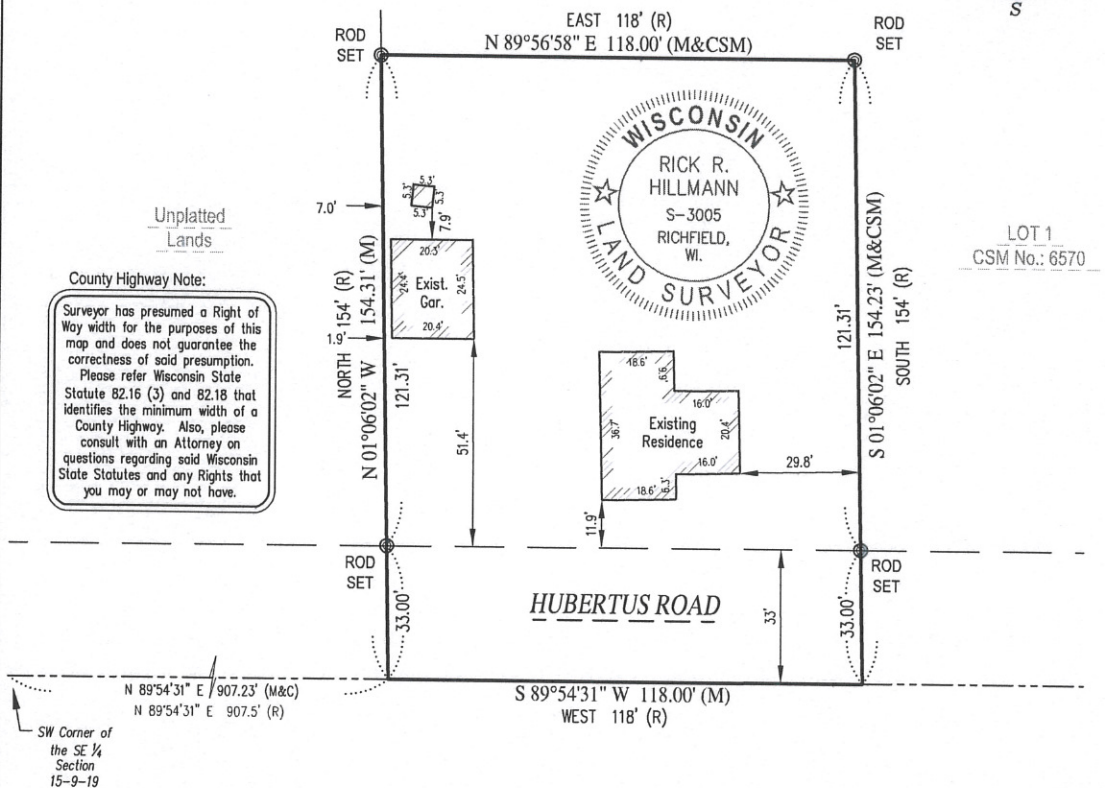
SCALE:
1"=30'



Unplatted
Lands

County Highway Note:

Surveyor has presumed a Right of Way width for the purposes of this map and does not guarantee the correctness of said presumption. Please refer Wisconsin State Statute 82.16 (3) and 82.18 that identifies the minimum width of a County Highway. Also, please consult with an Attorney on questions regarding said Wisconsin State Statutes and any Rights that you may or may not have.



LEGAL NOTICE: UNAUTHORIZED REVISIONS, MODIFICATIONS, ALTERATIONS, AND OR MAKING CHANGES OF ANY KIND AND THEN USE AND OR DISTRIBUTE THIS MAP, CONTINENTAL SURVEYING SERVICES LLC'S NAME, OR THE SURVEYOR'S NAME NAMED ON THIS MAP WITHOUT CONSENT MAY BE A FEDERAL OFFENSE IN VIOLATION OF COPYRIGHT AND OR PLAGIARISM LAWS WHICH MAY RESULT IN LEGAL ACTION.

**CONTINENTAL
SURVEYING
SERVICES LLC**

Registered Land Surveyors, Surveying Since 1987

Focusing on You!

Main Office:
2059 Hwy 175, Suite "A"
Richfield WI. 53076
Phone: (262) 389-9200
Alt Phone: (262) 628-1409
Milwaukee Office: (414) 425-2060
Website: www.ccssurveys.com
Email: survey@ccssurveys.com

OWNER OR CLIENT:
Nancy Manhattan
3718 Hubertus Road
Hubertus, Wisconsin 53033

PROPERTY ADDRESS:
3726 Hubertus Road
Hubertus,
Wisconsin 53033

PARCEL INFO:
TAX KEY NUMBER: 0422
PROJECT NO.: 20160224_MTG0002
SERVICE PERFORMED: MTG

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND IN MY PROFESSIONAL OPINION THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, ROADWAYS, THE LOCATION OF ALL VISIBLE STRUCTURES WITHIN OR NEAR SAID BOUNDARIES, AND APPARENT EASEMENTS, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE THE TITLE THERETO. THIS SURVEY COMPLIES WITH WISCONSIN ADMINISTRATIVE CODE AE-7 EXCEPT FOR THOSE ITEMS WAIVED, IF ANY, AND IS BOUND BY WISCONSIN STATE STATUTE 893.37 THAT DEFINES STATUTE OF LIMITATIONS IN REGARDS TO SURVEYS.

Rick R. Hillmann S-3005

Dated this 3rd Day of MARCH, 2016.



By the Graces of God and the talents given to us, we strive to provide the most Honest and Reliable Land Surveying Services

7c



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM

MEETING DATE: April 7, 2016

7.C

SUBJECT: Final plat for Lakeview Ridge subdivision off of Lakeview Drive, D&S Weyer No. III LLC, developer, Don Weyer, agent

DATE SUBMITTED: March 31, 2016

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE PLAN COMMISSION WISH TO RECOMMEND TO THE VILLAGE BOARD THE APPROVAL OF THE FINAL PLAT FOR LAKEVIEW RIDGE SUBDIVISION?

ISSUE SUMMARY:

The Village Board, on recommendation of the Plan Commission, approved a preliminary plat for Lakeview Ridge in 2014 with 11 specific conditions and 3 general conditions. The developer has submitted a final plat on March 1, 2016, which is substantially consistent with the layout of the approved preliminary plat. The Village Engineer has approved various construction plans related to the road and stormwater management. The developer has installed all of the required improvements, except for the final lift of asphalt on the road. In that regard, the developer has posted a letter of credit of \$59,800 for completion of the final lift. The Village is not accepting the improvements at this time. Improvements will be accepted by the Village Board by separate resolution at such time as the improvements are in acceptable form and according to Village specifications. Acceptance by the Village starts the one-year guarantee period as further described in the developer agreement

The Village Engineer has reviewed the final plat and recommended approval in their letter dated March 23, 2016, with a number of caveats (attached). The Wisconsin Department of Administration in their letter dated February 24, 2016, indicated no objections to the plat. Similarly, Washington County indicated no objections in their letter of February 16, 2016. The developer has prepared deed restrictions and a stormwater management agreement, which are attached. The Village Attorney has not reviewed the final draft of the Deed Restrictions but his only concern from when it was previously filed was that a separate stormwater management agreement be created based on the model from Waukesha County and incorporated therein. Based on the prepared documents we believe the Developer has satisfied that concern but a final approval from the Village Attorney will be sought. Dr. Cherkauer has also reviewed the project and determined it complies with the Village's groundwater protection ordinance. A copy of his review letter is also attached for your convenience.

The final plat is entitled to approval within 60 calendar days of submittal (or agreed upon time extension) if (1) the final plat is submitted within 24 months of the preliminary plat approval, (2) the final plat conforms to all local plans and ordinances (including those enacted subsequent to the preliminary plat approval), and (3) the final plat meets all conditions of the preliminary plat.

FUTURE IMPACT AND ANALYSIS:

REVIEWED BY: 
Village Deputy Treasurer

Forward to Village Board: Yes

Additional Approvals Needed: Yes

Signatures Required: Yes



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM

MEETING DATE: April 7, 2016

SUBJECT: Final plat for Lakeview Ridge subdivision off of Lakeview Drive, D&S Weyer No. III
LLC, developer, Don Weyer, agent

DATE SUBMITTED: March 31, 2016

SUBMITTED BY: Jim Healy, Village Administrator

ATTACHMENTS:

1. Final plat for Lakeview Ridge, dated 02-11-2016
2. Stormwater management agreement
3. Deed restrictions
4. Village Engineer's review letter dated March 23, 2016
5. Review letter from Wisconsin Department of Administration, dated February 24, 2016
6. Review letter from Washington County, dated February 16, 2016
7. Review letter from Dr. Cherkauer, dated December 30, 2014



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM

MEETING DATE: April 7, 2016

SUBJECT: Final plat for Lakeview Ridge subdivision off of Lakeview Drive, D&S Weyer No. III LLC, developer, Don Weyer, agent
DATE SUBMITTED: March 31, 2016
SUBMITTED BY: Jim Healy, Village Administrator

STAFF RECOMMENDATION:

Motion to recommend to the Village Board the approval of the final plat for Lakeview Ridge subdivision, subject to the General and Specific Conditions of Approval listed below which must be satisfied before the final plat is released for recording by Washington County.

Specific Conditions of Approval:

1. The Village Engineer shall review the final plat and approve the same.
2. Include one or more road names on the location map on Sheet 1 of 2.
3. The width of the ROW for Lakeview Ridge Lane must be indicated per s. 236.20(4)(a), Wis. Stats.
4. The subdivider shall provide documentation from Washington County to the Village Administrator indicating that each residential lot has a suitable site for a septic system.
5. The Village Attorney shall review and approve the stormwater management agreement.
6. The Village Board approves a stormwater management agreement and the same is recorded by the Washington County register of deeds office at the same time the final plat is recorded.
7. The Village Attorney shall review and approve the deed restrictions as required under Section 70.193(J) of the zoning code with respect to "open space area ownership and maintenance requirements."
8. The Village Board approves the deed restrictions and the same is recorded by the Washington County register of deeds office at the same time the final plat is recorded.
9. The Village Treasurer signs the certificate on Sheet 2 of 2.
10. The County Treasurer signs the certificate on Sheet 2 of 2.
11. Include the following note on the face of the plat substantially as follows:
 - This plat depicts various setbacks established in the Village's zoning regulations which were in effect at the time of recording. Such zoning information is included for informational purposes only and is subject to change.
12. The subdivider shall provide a financial guarantee for the completion of the final lift on Lakeview Ridge Lane.
13. A no access strip shall be added to lots 1, 9, 10, and 12 along Lakeview Drive so there is no question that access must be off of Lakeview Ridge Lane. (This was a condition of approval for the preliminary plat.)
14. A note shall be added to lots 3, 4, 6, and 7 indicating that driveways shall be designed and constructed in compliance with Village standards, including a maximum grade of 12 percent. (This was a condition of approval for the preliminary plat.)
15. There is a note on sheet 1 of 2 indicating "All lots shall have an equal interest in the ownership of Outlots 1 and 2." That note should be modified to state that such interest is "non-transferrable."
16. Revise the first part of the notation on Sheet 2 of 2 relating to the utility easements substantially as follows:
"All easements depicted on Sheet 1 of 2 that are titled "Utility Easement" are hereby granted by....."
17. Add a notation to the plat indicating that the Stormwater Easement is granted to the Village of Richfield subject to the terms of the Stormwater Maintenance Agreement recorded as Document # _____.
18. Two wetland areas in Outlot 1 are depicted in Exhibit B of the proposed Stormwater Maintenance Agreement. These areas should be shown on the fact of the plat per Section 236.20(5), Wis. Stats., and include a notation indicating the source of such delineations.
19. The developer shall pay as provided in the Village's ordinances a fee per lot developed in lieu of dedication of lands for park and public sites.
20. The developer shall comply with all applicable provisions of the Developer's Agreement for Lakeview Ridge, by and between the Village of Richfield and the developer.



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM

MEETING DATE: April 7, 2016

SUBJECT: Final plat for Lakeview Ridge subdivision off of Lakeview Drive, D&S Weyer No. III LLC, developer, Don Weyer, agent

DATE SUBMITTED: March 31, 2016

SUBMITTED BY: Jim Healy, Village Administrator


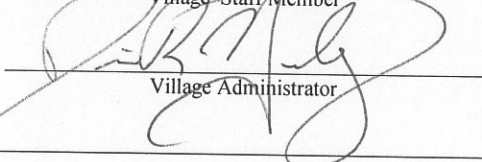
CONTINUED -

21. The developer shall provide sufficient proof that the homeowner's association referenced in the Stormwater Management Agreement and the Deed Restrictions has been established pursuant to state law.
22. The surveyor's seal, signature, and date must appear on all sheets of the final plat. The same revision date must also be noted on each sheet.

General Conditions of Approval:

1. The subdivider shall satisfy all comments, conditions, and concerns of the Village Engineer, the Village Planner, and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Commerce per Ch. 236, Wisconsin Statutes and Ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per Ch. 236, Wisconsin Statutes; and Washington County.
2. The subdivider shall, on demand, reimburse the Village all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
3. Any unpaid bills owed to the Village by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees, or any other fees owed to the Village; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village, including possible cause for termination of this approval.

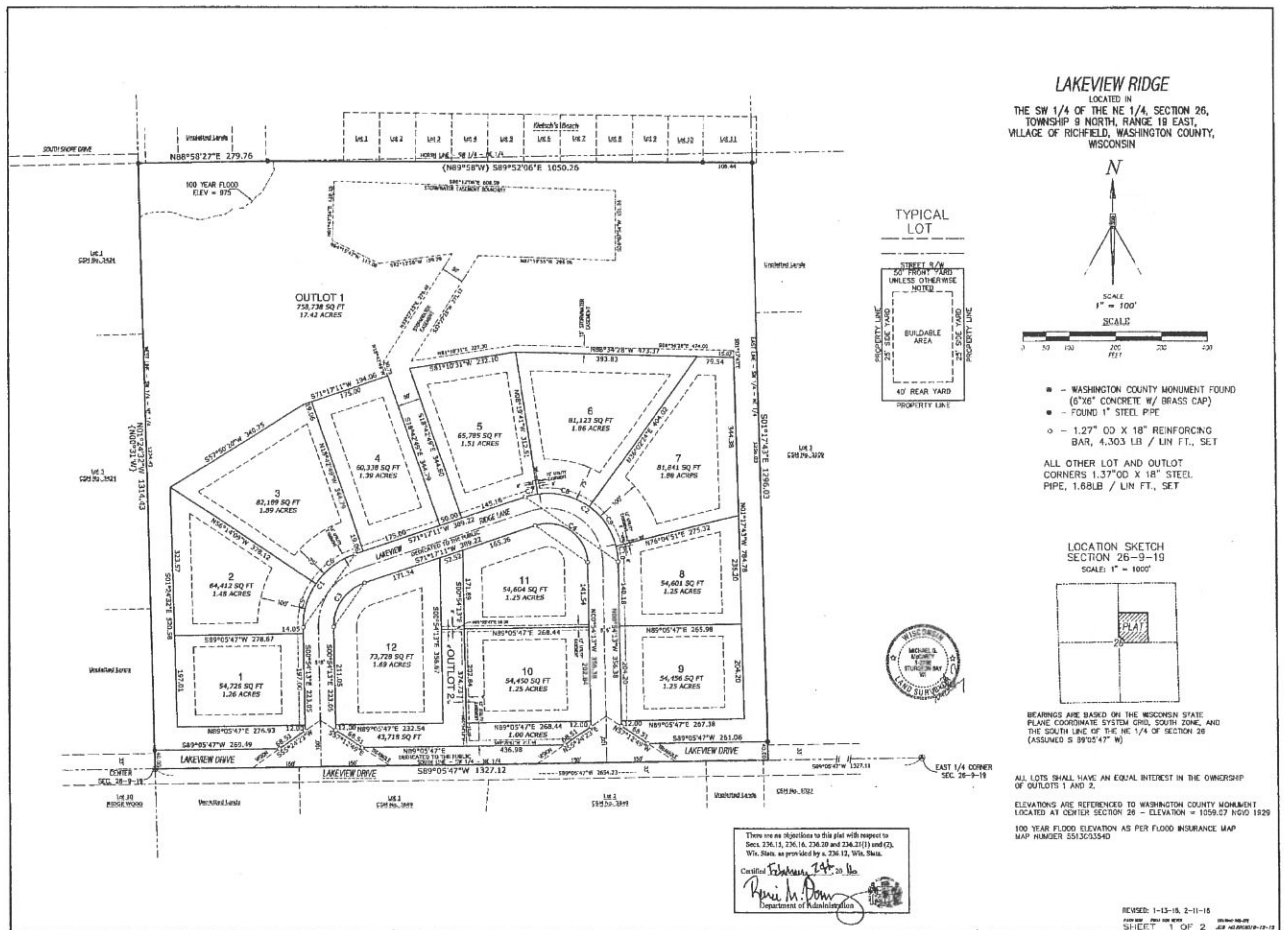
APPROVED FOR SUBMITTAL BY:


Village Staff Member

Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____



LAKEVIEW RIDGE LOCATED IN THE SW 1/4 OF THE NE 1/4, SECTION 26, TOWNSHIP 9 NORTH, RANGE 19 EAST, VILLAGE OF RICHFIELD, WASHINGTON COUNTY, WISCONSIN

Surveyors Certificate:

I, Michael G. Mc Carthy, Professional Land Surveyor for Boudhuin Incorporated, do hereby certify:
That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the
subdivision regulations of the Village of Richfield, Washington County, and under the direction
of D&S Weyer No 8 LLC, I have surveyed, divided, and mapped Lakeview Ridge; that such plot
correctly represents all exterior boundaries and the subdivision of the land surveyed; and that
this land is located partly in the SW 1/4 of the NE 1/4 of Section 26, Township 9 North,
Range 19 East, Village of Richfield, Washington County, Wisconsin, containing 40.13 Acres of
land and described as follows:

Commencing at the East 1/4 of said Section 26; thence S89°05'47"W --- 1327.11 feet along
the south line of the NE 1/4 of said Section 26 to the point of beginning of lands to be
described; thence continuing S89°05'47"W --- 1327.19 feet along said south line to the
Center of said Section 26; thence N01°24'32"W --- 1314.43 feet along the west line of the SW
1/4 of said NE 1/4; thence N88°55'27"E --- 278.76 feet along the north line of said SW 1/4
of the NE 1/4 to the south line of Hatch's Beach; thence S89°52'00"E --- 1050.33 feet along
said south line; thence S01°17'43"E --- 1295.03 feet along the east line of said SW 1/4 of the
NE 1/4 to the point of beginning.

Dated this 11th day of February 2016

Michael G. Mc Carthy
Registered Land Surveyor--2298



Certificate of Village of Richfield

Resolved, that the plot of Lakeview Ridge, in the Village of Richfield, which has
been filed for approval is hereby approved as required by Chapter 236 for the Wisconsin
State Statutes.

I hereby certify that the foregoing is a true and correct copy of a resolution
adopted by the Village Board of the Village of Richfield on the _____ day of
_____, 2016, which action becomes effective upon receipt of
all other reviewing agencies and all conditions of the Village of Richfield approval were
satisfied as of the _____ day of _____, 2016.

Date _____

Approved _____ John Jellison - Chairman

Laura Johnson - Village Clerk

Owner Certificate of Dedication

As owner, D&S Weyer No 8 LLC, I hereby certify that we caused the land
described on this plot to be surveyed, divided, mapped, and dedicated as represented
on this plot. I also certify that this plot is required by s.236.10 or s.236.12 to be
submitted to the following for approval or objection: Department of Administration,
Village of Richfield, and Washington County Planning, Conservation and Parks
Committee.

IN WITNESS WHEREOF, the hand and seal of said owner this _____ day of
_____, 2016.

Don Weyer

STATE OF WISCONSIN
COUNTY SS

Personally came before me this _____ day of _____, 2016,
the above named Don Weyer, is one known to be the person who executed the
foregoing instrument and acknowledged the same.

Notary Public: _____ Wisconsin
My commission expires _____

Certificate of Village Treasurer

STATE OF WISCONSIN
WASHINGTON COUNTY SS

I, Katalynn Schmitt, being the duly appointed, qualified and acting Village Treasurer of the
Village of Richfield, do hereby certify that the records in my office show no uncollected fees
or unpaid taxes or unpaid special assessments as of this _____ day of
_____, 2016, affecting the lands included in the plot of Lakeview Ridge.

(Date) _____

Katalynn Schmitt Village Treasurer

County Treasurer Certificate

STATE OF WISCONSIN
WASHINGTON COUNTY SS

I, Jane Norton, being the duly elected, qualified and acting Treasurer of the County
of Washington, do hereby certify that the records in my office show no uncollected fees
or unpaid taxes or unpaid special assessments as of this _____ day of
_____, 2016, affecting the lands included in the plot of Lakeview Ridge.

(Date) _____

Jane Norton County Treasurer

UTILITY EASEMENT PROVISIONS

A easement for electric, natural gas and communications service is hereby granted by
Don Weyer, Grantor, to
WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations
doing business as We Energies, and
Wisconsin Bell, Inc., d/b/a Ameritech - Wisconsin, Grantee,
their respective successors and assigns, to construct, install, operate, repair, maintain and replace
herein to line, facilities used in connection with overhead and underground transmission and
distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such
purposes on the same or may hereafter be used, all its over, under, across, along and upon
the property shown on this plat subject to the "Utility Easement" and the
property designated on the plat for streets and alleys, whether public or private, together with the
right to install similar construction, poles, wires and beneath the surface of earth or to make
improvements, thereon, or on adjacent lands, when the right to enter or cut down trees, brush and roots
as may be reasonably required, to the condition existing prior to such entry by the
Grantee or its agents. This easement, however, does not apply to the total installation of said
underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV
facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights
herein granted. Buildings and not be placed over easement facilities or to, upon or over the property
within the lines marked "Utility Easement Areas" without the prior written consent of Grantee. Also
installation of any such facilities, the grade of the subsurface property shall not be altered by more
than two inches without written consent of Grantee.
The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and
assigns of all parties hereto.

CURVE TABLE						
CURVE	LENGTH	RADIUS	INCLUDED ANGLE	CHORD	CHORD BE	TANGENT TANGENT DIST
1	100.00	100.00	180.00	200.00	0.00	0.00
2	100.00	100.00	179.99	199.99	0.01	0.01
3	100.00	100.00	179.97	199.97	0.04	0.04
4	100.00	100.00	179.94	199.94	0.09	0.09
5	100.00	100.00	179.90	199.90	0.16	0.16
6	100.00	100.00	179.85	199.85	0.25	0.25
7	100.00	100.00	179.79	199.79	0.36	0.36
8	100.00	100.00	179.72	199.72	0.49	0.49
9	100.00	100.00	179.64	199.64	0.64	0.64
10	100.00	100.00	179.55	199.55	0.81	0.81
11	100.00	100.00	179.45	199.45	1.00	1.00
12	100.00	100.00	179.34	199.34	1.21	1.21
13	100.00	100.00	179.22	199.22	1.44	1.44
14	100.00	100.00	179.09	199.09	1.69	1.69
15	100.00	100.00	178.95	198.95	1.96	1.96
16	100.00	100.00	178.80	198.80	2.25	2.25
17	100.00	100.00	178.64	198.64	2.56	2.56
18	100.00	100.00	178.47	198.47	2.89	2.89
19	100.00	100.00	178.29	198.29	3.24	3.24
20	100.00	100.00	178.10	198.10	3.61	3.61
21	100.00	100.00	177.90	197.90	4.00	4.00
22	100.00	100.00	177.69	197.69	4.41	4.41
23	100.00	100.00	177.47	197.47	4.84	4.84
24	100.00	100.00	177.24	197.24	5.29	5.29
25	100.00	100.00	177.00	197.00	5.76	5.76
26	100.00	100.00	176.75	196.75	6.25	6.25
27	100.00	100.00	176.49	196.49	6.76	6.76
28	100.00	100.00	176.22	196.22	7.29	7.29
29	100.00	100.00	175.94	195.94	7.84	7.84
30	100.00	100.00	175.65	195.65	8.41	8.41
31	100.00	100.00	175.35	195.35	9.00	9.00
32	100.00	100.00	175.04	195.04	9.61	9.61
33	100.00	100.00	174.72	194.72	10.24	10.24
34	100.00	100.00	174.39	194.39	10.89	10.89
35	100.00	100.00	174.05	194.05	11.56	11.56
36	100.00	100.00	173.70	193.70	12.25	12.25
37	100.00	100.00	173.34	193.34	12.96	12.96
38	100.00	100.00	172.97	192.97	13.69	13.69
39	100.00	100.00	172.59	192.59	14.44	14.44
40	100.00	100.00	172.20	192.20	15.21	15.21
41	100.00	100.00	171.80	191.80	16.00	16.00
42	100.00	100.00	171.39	191.39	16.81	16.81
43	100.00	100.00	170.97	190.97	17.64	17.64
44	100.00	100.00	170.54	190.54	18.49	18.49
45	100.00	100.00	170.10	190.10	19.36	19.36
46	100.00	100.00	169.65	189.65	20.25	20.25
47	100.00	100.00	169.19	189.19	21.16	21.16
48	100.00	100.00	168.72	188.72	22.09	22.09
49	100.00	100.00	168.24	188.24	23.04	23.04
50	100.00	100.00	167.75	187.75	24.01	24.01
51	100.00	100.00	167.25	187.25	25.00	25.00
52	100.00	100.00	166.74	186.74	26.01	26.01
53	100.00	100.00	166.22	186.22	27.04	27.04
54	100.00	100.00	165.69	185.69	28.09	28.09
55	100.00	100.00	165.15	185.15	29.16	29.16
56	100.00	100.00	164.60	184.60	30.25	30.25
57	100.00	100.00	164.04	184.04	31.36	31.36
58	100.00	100.00	163.47	183.47	32.49	32.49
59	100.00	100.00	162.89	182.89	33.64	33.64
60	100.00	100.00	162.30	182.30	34.81	34.81
61	100.00	100.00	161.70	181.70	36.00	36.00
62	100.00	100.00	161.09	181.09	37.21	37.21
63	100.00	100.00	160.47	180.47	38.44	38.44
64	100.00	100.00	159.84	179.84	39.69	39.69
65	100.00	100.00	159.20	179.20	40.96	40.96
66	100.00	100.00	158.55	178.55	42.25	42.25
67	100.00	100.00	157.89	177.89	43.56	43.56
68	100.00	100.00	157.22	177.22	44.89	44.89
69	100.00	100.00	156.54	176.54	46.24	46.24
70	100.00	100.00	155.85	175.85	47.61	47.61
71	100.00	100.00	155.15	175.15	49.00	49.00
72	100.00	100.00	154.44	174.44	50.41	50.41
73	100.00	100.00	153.72	173.72	51.84	51.84
74	100.00	100.00	152.99	172.99	53.29	53.29
75	100.00	100.00	152.25	172.25	54.76	54.76
76	100.00	100.00	151.50	171.50	56.25	56.25
77	100.00	100.00	150.74	170.74	57.76	57.76
78	100.00	100.00	149.97	170.00	59.29	59.29
79	100.00	100.00	149.19	169.25	60.84	60.84
80	100.00	100.00	148.40	168.50	62.41	62.41
81	100.00	100.00	147.60	167.75	64.00	64.00
82	100.00	100.00	146.79	167.00	65.61	65.61
83	100.00	100.00	145.97	166.25	67.24	67.24
84	100.00	100.00	145.14	165.50	68.89	68.89
85	100.00	100.00	144.30	164.75	70.56	70.56
86	100.00	100.00	143.45	164.00	72.25	72.25
87	100.00	100.00	142.59	163.25	73.96	73.96
88	100.00	100.00	141.72	162.50	75.69	75.69
89	100.00	100.00	140.84	161.75	77.44	77.44
90	100.00	100.00	139.95	161.00	79.21	79.21
91	100.00	100.00	139.05	160.25	81.00	81.00
92	100.00	100.00	138.14	159.50	82.81	82.81
93	100.00	100.00	137.22	158.75	84.64	84.64
94	100.00	100.00	136.29	158.00	86.49	86.49
95	100.00	100.00	135.35	157.25	88.36	88.36
96	100.00	100.00	134.40	156.50	90.25	90.25
97	100.00	100.00	133.44	155.75	92.16	92.16
98	100.00	100.00	132.47	155.00	94.09	94.09
99	100.00	100.00	131.49	154.25	96.04	96.04
100	100.00	100.00	130.50	153.50	98.01	98.01

There are no objections to this plat with respect to
Sections 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.15, Wis. Stats.
Certified to be a true and correct copy of the original
as filed in the office of the Register of Deeds for
Washington County, Wisconsin.
Deputy Register of Deeds

Lakeview Ridge

**Stormwater Management Practice
Maintenance Agreement**

WHEREAS, Lakeview Ridge Home Owner's Association (hereafter "owner") owns the property described in Exhibit A (hereafter "subject property"); and

WHEREAS, the owner desires to create a land division in accordance with certain plans and specifications approved by the Village of Richfield; and

WHEREAS, the owner agrees to install and maintain stormwater management practice(s) on the subject property in accordance with construction plans approved by the Village of Richfield; and

WHEREAS, the owner further agrees to the terms stated in this agreement to ensure that the stormwater management practice(s) serve their intended function in perpetuity.

NOW, THEREFORE, in consideration of the declarations herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the owner hereby executes this agreement, intending to be bound and to impose this agreement as a covenant and restriction upon the subject property.

Return to:

Jim Healy, Village Administrator
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

A. Exhibits. This agreement includes the following exhibits:

1. **Exhibit A:** Legal description of the subject property.
2. **Exhibit B:** Location map(s) showing the location of the stormwater management practice(s) covered by this agreement.
3. **Exhibit C:** Maintenance plan describing those activities that must be carried out to maintain compliance with this agreement.

B. Inspections. The owner shall periodically inspect the stormwater management practices and prepare a written report describing what work, if any, should be performed to comply with this agreement. Upon written notification by the Village of Richfield, the owner shall, at their cost and within a reasonable time period determined by the village administrator, conduct such an inspection. If the owner does not conduct an inspection as requested, the Village of Richfield is authorized to conduct an inspection and submit an invoice to the owner for such expense. If the owner does not pay such costs within 60 days of the date of the invoice, the Village of Richfield may assess such cost as a special charge against the subject property pursuant to the procedures and requirements set forth in state law.

C. Maintenance. The owner shall perform all necessary work to maintain the stormwater management practices in accordance with the maintenance plan in Exhibit C, or as requested by the village administrator if he or she concludes that such work is necessary and consistent with the intent of this agreement. All such work shall be at the owner's sole cost and expense. If the owner fails to maintain the stormwater management

measures as set forth in this agreement, the Village of Richfield shall have the right, after providing the owner with written notice of the maintenance issue and thirty (30) days to comply, to enter the subject property in order to conduct the maintenance specified in the written notice. The Village of Richfield will conduct such work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with owner's use of the subject property. If the Village of Richfield performs any work under this paragraph, the village administrator shall send an invoice to the owner for such expense. If the owner does not pay such costs within 60 days of the date of the invoice, the Village of Richfield may assess such cost as a special charge against the subject property pursuant to the procedures and requirements set forth in state law.

- D. **Emergency work authorized.** In the case of an emergency situation, as determined by the village administrator, no notice shall be required prior to the Village of Richfield performing all necessary work to address the emergency.
- E. **Reporting.** The owner shall notify the Village of Richfield in writing of any maintenance work performed pursuant to this agreement.
- F. **Submittal of as-built drawings and specifications.** The owner shall submit the following information to the village administrator within 30 days after the village engineer approves the installed practices:
 - 1. Design summary for the wet detention basin including key engineering calculations and other data used in the design.
 - 2. As-built cross-section and plan view of the wet detention basin.
 - 3. Verification by the project engineer that the design and construction of the wet detention basin complies with all applicable standards and requirements
 - 4. Any other information as may be requested by the village administrator or the village engineer.
- G. **Notice requirements.** Any notice, request, or demand required or permitted under this agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed.
- H. **Covenants running with the land.** All of the easements, restrictions, covenants, and agreements set forth in this agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.
- I. **Term and termination.** The term of this agreement shall commence on the date that this agreement is filed with the Register of Deeds Office for Washington County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this agreement may be terminated by recording with the Register of Deeds Office for Washington County, Wisconsin, a written instrument of termination approved by the Village of Richfield Village Board and all of the then-owners of the subject property.
- J. **Amendment.** This agreement may be amended with the written approval of the Village of Richfield Village Board and all of the then owners of the subject property.

The undersigned accept the terms stated herein.

Donald R. Weyer 1-19-16
Print name Date
Donald R. Weyer

Print name _____ Date _____

Print name _____
Date _____

STATE OF WISCONSIN)
COUNTY OF Washington) SS

Personally came before me this 19th day of January, 2016, the above-named person(s) Donald Wayer, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Margaret M. Lennell
Notary Public
9/25/16
My Commission Expires:

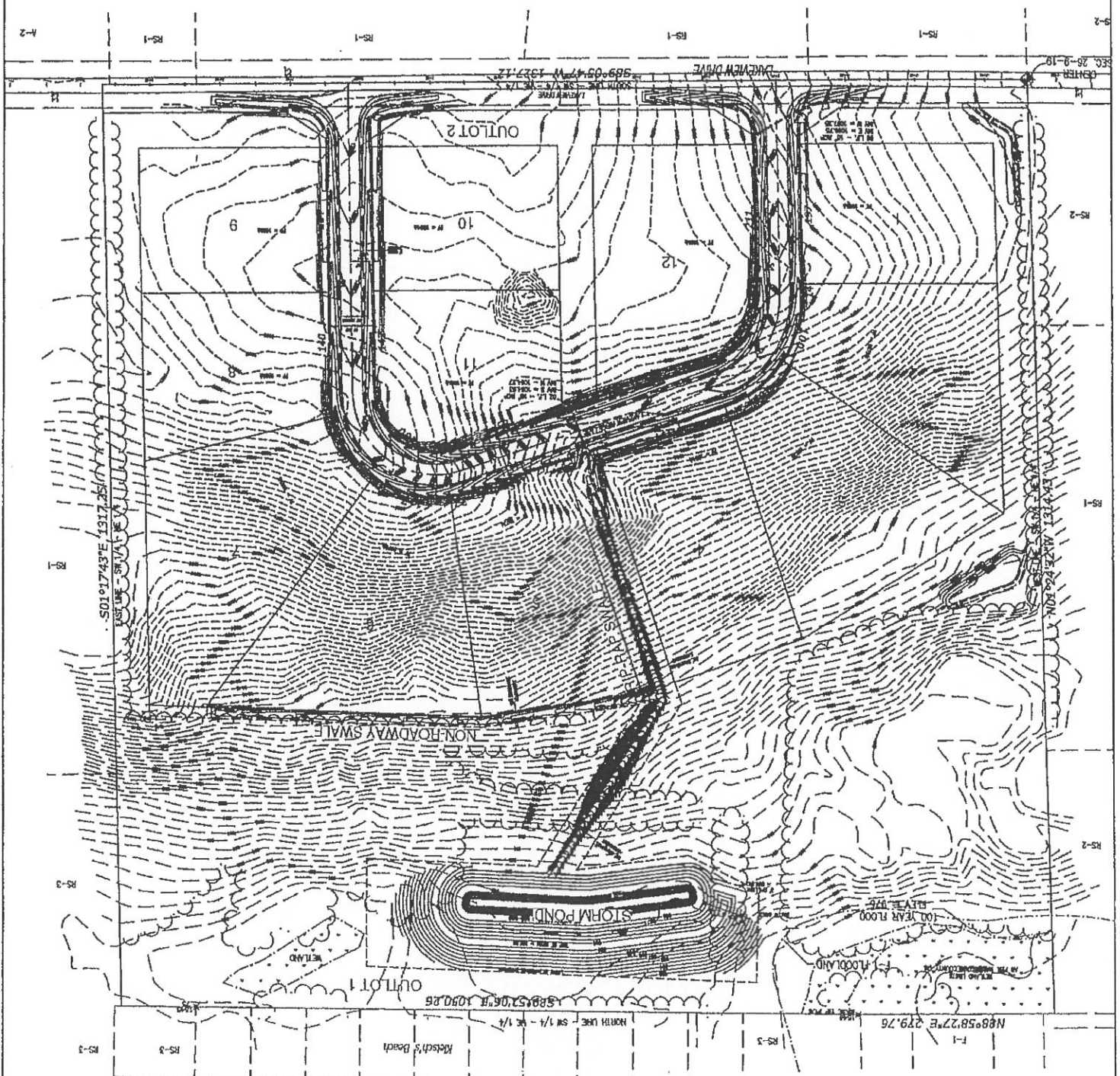
48

EXHIBIT 'A'

A parcel of land located in the SW 1/4 of the NE 1/4 of Section 26, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin. Bounded and described as follows:

Commencing at the East 1/4 of said Section 26; thence S89°05'47"W -- 1327.11 feet along the south line of the NE 1/4 of said Section 26 to the point of beginning of lands to be described; thence continuing S89°05'47"W -- 1327.12 feet along said south line to the Center of said Section 26; thence N01°24'32"W -- 1314.43 feet along the west line of the SW 1/4 of said NE 1/4; thence N88°58'27"E -- 279.76 feet along the north line of said SW 1/4 of the NE 1/4 to the south line of Ketch's Beach; thence S89°52'06"E -- 1050.26 feet along said south line; thence S01°17'43"E -- 1296.03 feet along the east line of said SW 1/4 of the NE 1/4 to the point of beginning.

Said parcel contains 40.13 acres.



1" = 200'
 NORTH

 EXHIBIT 'B'

EXHIBIT "C"
LAKEVIEW RIDGE - RICHFIELD
Long-term Stormwater Management
Maintenance Provisions

SITE NAME

LAKEVIEW RIDGE, VILLAGE OF RICHFIELD, WI

PROPERTY LEGAL DESCRIPTION:

SW¼ OF NE ¼ of Section 26, Township 9 North, Range 19 East, Village of Richfield, Washington County, Wisconsin.

RESPONSIBLE PARTY

Lakeview Ridge Homeowner's Association is responsible for satisfying the provisions of this agreement during construction and after implementation of the storm water management system.

STORMWATER SUMMARY

The site is being proposed as a 12 lot residential subdivision.

Stormwater from the development will be routed to proposed stormwater pond area (prior to off site discharge to the existing wetland complex along the northwest corner of the site) for water quality and peak flow management. Swales, road ditches and roadway/driveway culverts will be utilized to convey storm water. The storm water from the majority of the site will be directed to the proposed storm pond through road ditches leading to a rip-rapped swale heading down the hillside to pond.

Storm water from the majority of the parcel will be treated/managed with a DNR wet detention pond. The pond will settle out 80% suspended solids and provide peak flow reductions in accordance with DNR requirements as well as the Village of Richfield storm water requirements. Peak flow reductions will be met for all storm events so that the peak flow leaving the site after development will not exceed current peak flows leaving the site in its undeveloped state (1yr post-pre, 2yr post-pre, 10yr post-pre, 25yr post-pre and 100yr post-pre). The DNR only requires the reduction for the 2 year event; therefore this design exceeds DNR minimums.

The storm pond system has been designed to meet DNR Code 1001 water quality and peak flow guidelines. The storm pond, located at the north end of the site, will be a wet pond with a permanent pool of water to a depth of at least 5 feet. The storm pond will treat storm water from the proposed development prior to allowing discharge off-site. The pond outlet will direct the controlled discharge westerly to the existing wetlands for eventual discharge under South Shore Drive (existing culvert) to the waters of Bark Lake. This was intentionally designed to cut-off and direct water away from the back yards of the existing residential homes located north of the developments site.

Silty loam material (DNR Type C liner) from on-site excavation will be compacted in the base of the pond to seal the pond and provide separation to the seasonal ground water table.

Outlet structure and spillway has been designed to reduce peak flows and promote settling out of pollutants. Spillway provided to pass the 100 year storm event. The outlet structure consists of a 48 inch diameter concrete manhole riser with a 4 inch diameter hole drilled in it to allow water to leave the pond at elevation 986.50. The top of the manhole is at 988.00. There is a safety grate at that elevation. A 70 foot long 24 inch diameter concrete pipe from the concrete manhole riser under the pond berm allows discharge from the pond. A stone rip-rap spillway is at elevation of 989.00 and the top of the pond berm is at 991.00. The pond bottom is at 980.00.

A safety ledge was installed in the pond in accordance with DNR guidelines.

Two designated infiltration areas have been proposed within the development portion of the site. The infiltration areas will collect relatively clean runoff predominantly from back yards and roof tops within the development. Infiltration areas were selected at the top of the hill to take advantage of groundwater table separation in those areas.

The stormwater system consists of the following components:

- + *Main Stormwater Pond including outlet structure and spillway*
- + *Infiltration Areas*
- + *Stormwater drainage ways and swales*
- + *Stormwater pond banks and liner*
- + *Storm culverts*

INSPECTION AND MAINTENANCE

All components of the stormwater system shall be inspected at least semiannually in early spring and early autumn. Repairs will be made whenever the performance of a stormwater control structure is compromised. Particular attention shall be made to the condition of the outlet structure, clearing debris from the outlet holes on the outlet structure, and a visual check of the condition of the pond berm in regard to stability. Any leaks in the pond liner shall be repaired to provide a watertight pond in accordance with DNR Wet Detention Pond code 1001 Type C liner specifications.

Sediment level in the base of the pond shall be surveyed if the pond bottom appears to be filling in with sediment. Should the sediment accumulate to an elevation higher than 982.00, the material would need to be dredged/removed to re-establish the bottom at 980.00.

PROHIBITIONS

Mowing along pond banks (perimeter of permanent pool) shall be minimized in order to maximize filtration of runoff and deter geese populations in the storm pond. If occasional mowing is necessary, the mowing height will be no shorter than six inches.

Applications of fertilizers, herbicides, pesticide or other chemical applications are prohibited on pond banks.

DECLARATION
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LAKEVIEW RIDGE

This Declaration of Covenants, Conditions and Restrictions of Lakeview Ridge (this "Declaration") is made and entered into by D&S Weyer No. III, LLC ("Declarant").

RECITALS

Declarant owns certain real property, described on the attached Exhibit A, upon which Declarant intends to develop a subdivision for residences and other related improvements.

By this Declaration, Declarant intends to subject such property and improvements to certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property and improvements and all components thereof.

Now, therefore, Declarant, as fee owner of such property, by this Declaration (1) establishes and imposes certain provisions, covenants, restrictions, conditions, easements and uses upon such real property (except for dedicated streets); and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

GENERAL PURPOSE

The general purpose of this Declaration is to ensure the best use and most appropriate development and improvement of each lot thereof; to protect owners of lots against such use of surrounding lots as will detract from the residential value of their property; to preserve, as far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or poorly proportioned structures; to obtain harmonious use of material and color scheme; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on lots to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from street and adequate free spaces between structures and, in general, to provide adequately for a high quality of improvement on all property, and thereby to preserve and enhance the values of investments made by purchasers of building sites therein. Declarant makes no assurance that the stated intentions shall result in stability or increase in value of a lot in the subdivision. All such activities required and permitted through

these covenants shall comply with all rules and regulations as may be established by the Village of Richfield.

DRAFTED 12/1/2015

ARTICLE 1 DEFINITIONS

The following terms shall have the assigned definitions:

1.1 Association. The "Association" shall mean Lakeview Ridge Estates, the members of which shall be all owners of Lots in the Subdivision.

1.2 Association Insurance. "Association Insurance" shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.3 Board. The "Board" or "Board of Directors" shall be the governing body of the Association, elected according to the Bylaws.

1.4 Building. A "Building" shall be any freestanding structure located in the Subdivision.

1.5 Bylaws. The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.6 Common Areas. The "Common Areas" under these Declarations consist of All non lot and non road right of way areas within the plat. Common areas shall be maintained by the Owners Association as detailed herein. All outlots in this subdivision shall be owned in equal undivided interest by the owners of lots in the subdivision.

1.7 Common Improvements. The "Common Improvements" consist of the following, some of which may be located in the Common Areas and some of which may be located in public streets; all signs on the property generally identifying the Subdivision as "Lakeview Ridge", and any ponds, buildings or other improvements made by the Association in the Common Areas. The storm water pond and storm water infiltration areas are considered common improvements.

1.8 Declarant. The "Declarant" shall mean D&S Weyer No. III, LLC, a Wisconsin limited liability corporation and the successors and assigns of Declarant pursuant to assignment in accordance with Section 15.7 of this Declaration.

1.9 Declaration. "Declaration" shall mean this Declaration as the same may be amended from time to time.

1.10 Director. A "Director" shall mean a member of the Board.

- 1.11 Drawings. The term "Drawings" is defined in Section 6.1 (b)
- 1.12 Lakeview Ridge Documents. "Lakeview Ridge Documents" shall consist of this Declaration, Articles of Incorporation of the Association and the Bylaws of the Association.
- 1.13 Lot. "Lot" shall mean a platted lot intended for construction of a residence as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.
- 1.14 Mortgage. "Mortgage" shall mean a recorded first lien mortgage against a Lot or the vendor's interest under a recorded first lien land contract relating to a Lot.
- 1.15 Mortgagee. "Mortgagee" shall mean the holder of a mortgage.
- 1.16 Occupant. "Occupant" shall mean the Owner and any other person residing on a Lot. Outlot. "Outlot" shall mean an outlot as shown on the Plat. The reference to an Outlot by a number shall mean that particular number as shown on the Plat
- 1.17 Owner. "Owner" shall mean each fee simple owner of a Lot. The Declarant is an Owner with respect to Lots which it holds title.
- 1.18 Pet. A "Pet" is a domestic dog, cat or bird (other than large birds of prey) which are not maintained for breeding or commercial purposes. By virtue of this definition, no other animals are permitted to be on the Property as pets of any Occupant.
- 1.19 Plat. A "Plat" is the plat of the Property as recorded in the Register's Office.
- 1.20 Property. The "Property" shall mean the real estate subject to this Declaration, as described on Exhibit A and all Buildings and other improvements constructed or to be constructed thereon.
- 1.21 Register's Office. The "Register's Office" shall mean the office of the Register of Deeds for Washington County, Wisconsin.
- 1.22 Rules. The "Rules" shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.
- 1.23 Subdivision. "Subdivision" shall mean all of Lots as shown on the Plat.

1.25 Village. "Village" shall mean the Village of Richfield, Wisconsin, and its successors.

ARTICLE 2 ASSOCIATION OF OWNERS

2.1 Administration. Declarant shall establish the Association, which shall be incorporated and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules and all other uses and restrictions on the property. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

2.2 Membership and Voting. Each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one or more Lots change their status to some other form of ownership, the votes appurtenant to each original Lot shall not be changed. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 3 of this Declaration.

2.3 Control of Association. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the earliest of: (1) fifteen (15) years from the date that the first Lot is conveyed to any person other than Declarant; or (2) thirty (30) days after the conveyance by Declarant to purchasers of all Lots; or (3) Declarant's election to waive its rights to control.

2.4 Management. The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon ninety (90) days notice without payment of penalty.

2.5 Approvals. Any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal submitted by an Owner after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (1) freedom and safety of access and convenience to other areas of the Property; (2) the costs to be paid by the Owner for restoration of Common Areas and Common Improvements to their prior physical condition upon the completion of work or use contemplated by the proposal; and (3) a fair and reasonable monthly

charge to be paid by the Owner to the Association for any encroachment on any Common Areas resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate, including payment of out of pocket charges for professional advice and a standard review fee. Approval of a proposal shall be deemed given if the Association president indicates approval in writing. Proposals to affect the Common Areas or Common Improvements require approval of the Board, not the ACC. If the result of a proposal would be to cause an encroachment on any public street or utility, or any easement area or would affect the storm water drainage system on the Property, the prior express written consent of the Village is required.

2.6 Ownership of Common Areas. Each Owner of a Lot shall own a 1/12 interest in the Common Areas to be held by the Owners as undivided interests as tenants in common, subject to the following incidences:

(a) By each initial conveyance of a Lot to an Owner, each Owner shall obtain their individual interest in the Common Areas. Each Owner, on its own behalf and on behalf of its successors and assigns, by acceptance of a deed or other transfer of a Lot, waives any and all right that the Owner might now or hereafter have to maintain any action or petition for partition with respect to the Owner's interest in the Common Areas or to compel any sale by action at law or in equity. No Owner shall sever its interest in the Common Areas from its ownership of its Lot.

(b) The Declarant and the Owners hereby appoint the Association as the "agent" for the administration of the Common Areas, with the complete authority over the Common Areas as described herein. The Association shall not have the right to sell, mortgage, or lease any or all of the Common Areas except if approved by the Owners as an amendment hereto under Article 9.

(c) The appointment of the Association as the agent for the Common Areas is not intended to create any other agency, joint venture or partnership relationship among the Owners or between the Association and the Owners. No Owner shall have fiduciary duties to another by virtue of the tenancy-in-common interest in the Common Areas. The Association shall not have any duties as a partner, or the like, including but not limited to income tax reporting to the Owners.

(d) The rights of the Association, as agent and the Owners as the Common Areas shall not be affected by federal or state bankruptcy or insolvency proceedings, or analogous proceedings for creditor or debtor relief, against any one individual Owner.

(e) Declarant is advised that each Owner's interest in the Common Areas may be assessed and taxed for real estate tax purposes. Declarant makes no assurance that taxes will be levied in this manner. If any one Owner fails to pay taxes as and when due with respect to such Owner's interest in one or more of the Common Areas, then the Association may, but is not obligated to, pay such amount and levy a special assessment in such amount on such Owner.

(f) Appointment of the Association as agent shall not be rescinded or limited unless the appointment is rescinded or limited by an amendment to this Declaration in accordance with Article 9.

ARTICLE 3 ASSESSMENTS

3.1 Budget and Assessments. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and may but need not include a replacement reserve, which in each case shall constitute part of the general assessments. The Association may also levy (a) special assessments on all Lots for any purpose for which a general assessment may be levied and special assessments, or (b) fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Section 2.5, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses. Assessments shall be approved by a duly convened meeting of the Board of Directors. Notice of assessment shall be personally delivered to each owner subject to the assessment or delivered by regular mail to the last known address of such owner. Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid. Members of the Board of Directors shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involves a mistake in judgment or negligence by the member, agents or employees of the Board of Directors. The Association shall indemnify and hold the members of the Board of Directors harmless from and against all costs and expenses in connection with any suit or other action relating to the performance of their duties hereunder. The members of the Board of Directors shall not be entitled to any compensation for the services of such members. If a lot owner is delinquent in the payment of charges, assessment and special assessments charged or levied against his or her lot, he or she shall not be entitled to vote until all such charges and assessments have been paid. Members may vote in person or by proxy.

3.2 Installments: Late Payments. General assessments shall be levied on an annual basis but shall be due and payable as determined by the Board from time to time. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

3.3 Enforcement: Liens. If an Owner defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeing to enforce payment including the Association's reasonable attorney's fees. Owners shall be personally liable for assessments or fines and a lien shall be imposed against such Owner's Lot for any unpaid assessments. The lien shall be effective as of the recording of a notice thereof in the Register's Office, in the same manner as a

condominium lien would be imposed. The lien shall be enforced generally in the manner in which condominium liens are enforced. Liens for unpaid assessments shall also extend to any secure interest, fines and reasonable costs of collection including attorney's fees incurred by the Association incident to the collection of assessment or enforcement of liens. The Association may purchase a property upon the foreclosure of its lien. Under Section 2.2, an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

3.4 Association Statements. Within ten (10) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

3.5 Payment of Assessments by Declarant. Declarant has made a contribution to the Association in lieu of all assessments which might otherwise be imposed on Declarant's Lots. The Association shall have no power to levy assessments against Declarant or Lots for which Declarant is the Owner.

3.6 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

3.7 Litigation Reserve. Upon initial conveyance of each Lot by Declarant, each new Owner shall deposit with the Association a nonrefundable sum of \$500, to be placed in a litigation reserve fund. The litigation reserve fund shall be used to pay legal fees and costs in the event that the Association is involved in a proceeding to enforce or defend the terms and conditions of this Declaration, whether in a proceeding commenced by or against the Association or in which the Association intervenes. The Board may invest said funds and all returns on such investments shall become a part of the fund; provided that the Board may transfer amounts out of the fund to the Association's general funds if it is determined that a lesser amount is appropriate, so long as such fund is not below the minimum set above. If necessary, the board may levy a general or special assessment to replenish such fund. The Declarant shall not be obligated to contribute any funds to the litigation reserve escrow fund other than as set forth above.

3.8 Developer Expenses. Developer shall be responsible for all assessments levied against any platted Lot prior to a sale of such Lot by Developer. However, Developer shall not be responsible for any general or special assessments which may be levied by the Association for improvements, capital expenditures, reserves, or replacement funds of any kind. The Board may at any time levy assessments for such purposes against the Lot owners (other than Developer) and against all Lots, including those owned by the Developer, except that such Assessment against any Lot(s) owned by the developer shall not be due or otherwise collectible until Developer conveys title to such Lot and then only from the Developer's successors in interest, with any lien therefore not being effective until after the date of transfer of title.

ARTICLE 4 MAINTENANCE AND ALTERATIONS

4.1 Owner Responsibility. Each Owner shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or such Owner's family, guest, invitees or tenants. Each Owner shall, at the Owner's cost, even if no residence has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition

4.2 Association Responsibility. The Association shall maintain in good condition and repair, replace, and operate all of the Common Areas and Common Improvements, including landscaping, trees, and plantings in the Common Areas and trimming of such trees for sight lines. The Association may, in its discretion, install additional Common Improvements in the Common Areas. The storm pond located within the subdivision shall be maintained as follows:

- (a) Inspect outlet structure annually for clogging, unclog pipe and outlet structure as needed.
- (b) Removed sediment from base of pond should less than 3 feet of permanent pool depth exist in greater than 50 percent of the surface area of the permanent wet pool.
- (c) Repair any observed leaks or washouts of the pond walls as needed.
- (d) Should the homeowner's association not perform the required maintenance and repairs, the Village shall have the right to make needed repairs and assess back the cost to each individual lot owner as a special assessment on their property taxes.
- (e) All other terms and conditions contained in the "Stormwater Management Practice Maintenance Agreement" that was separately filed at the Washington County Register of Deeds, document number

4.3 Village Discretionary Authority. In the event the Association does not properly landscape or maintain any Common Area or Common improvement, or properly maintain any signage, the Village of Richfield may send written notice to the Association indicating that the Village has determined that the Common Area or Common improvements and/or signage are not being properly landscaped and/or maintained, and further indicating that the Village of Richfield will perform such landscaping and/or maintenance if not properly done by the Association. The above referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the Common Area or Common improvement and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village of Richfield shall then have the authority to landscape and/or maintain any such Common Area or Common Improvement and/or sign referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any lot

owner within the period fixed by the Village of Richfield, charges shall become a lien upon the lot owner's Lot as provided in Section 66.0627, Wis Stats, and shall be extended upon the tax rolls as a delinquent tax against the lot owner's Lot as provided in Section 66.0627, Wis.Stats. Nothing herein shall be interpreted to impose an obligation on the Village of Richfield to take any particular action at any time.

ARTICLE 5 RESTRICTIONS ON USE AND OCCUPANCY

5.1 Permitted Uses. Each Lot shall be occupied and used only for single family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Subdivision except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject and Rules relating to such Burdens, or (2) the sale of Lots, subject to the other provisions hereof any Rules related thereto. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for a family or guests without prior approval of the ACC.

5.2 Pets The Owner or Occupancy may have Pets on the conditions that:

- (a) the Pet is not permitted on any of the Common Areas while unattended or unleashed; pursuant to Chapter 118 of the Village Code.
- (b) the individual attending the Pet shall immediately dispose of any and all of the Pet's solid waste in the manner prescribed by the Board
- (c) the owner of the Pet shall comply with such further rules of Pet ownership as may be promulgated by the Village of Richfield, pursuant to Chapter 118 of the Village Code. In the event that the Village code conflicts with these Deed Restrictions, whichever is the stricter of the two shall apply.
- (d) the Pet is licensed by the Village or appropriate licensing authority, if required under applicable ordinances;
- (e) no reptiles or uncaged birds shall be permitted and;
- (f) the Pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board, the Pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Section 5.2 or any Rules adopted relating to Pets.

If a dog kennel or similar enclosure is to be erected and maintained for any pet, such kennel or enclosure will require approval prior to installation under Section 6.1. Any and all costs of repairing damage caused by a Pet or other unauthorized animal of an Occupant shall be borne by its owner and, if different, the Owner of the Lot where the Pet or other animal is housed. Any Owner failing to comply with this Section or any part thereof shall, absent unusual circumstances under which the Board determines that some lesser or other remedial action is appropriate, be assessed a monthly Pet fee in an amount of Five Hundred Dollars (\$500) per month or part thereof until the Owner has complied, in addition to any other remedy including the revocation

of the license to maintain a Pet. Such Pet fee shall be a special assessment and may be collected in the same manner as assessments under Article 3. Notwithstanding anything to the contrary herein, possession of Pets shall not be considered a property right.

(a) No outdoor parking of vehicles shall be permitted on the Lots, without the express prior consent of the Board and, except for parking as necessary in connection with the construction or reconstruction of a residence on a Lot. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. Storage of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except in a garage. No vehicle maintenance or lubrication shall be permitted anywhere in the Subdivision except washing of cars in driveways or maintenance performed within a garage.

(b) Notwithstanding subsection (a), no commercial vehicles shall be parked in driveways in the Subdivision in a manner so as to be a visual, health or safety nuisance to the neighborhood or general public. Screening of such parked vehicles is encouraged and in certain situations, may be required by the Home Owners Association to maintain aesthetic values of the neighborhood. The exception to this would be commercial vehicles temporarily parked in the ordinary course of business, denned as not longer than twenty four hours unless otherwise approved by the Board. Commercial vehicles include both vehicles licensed as such and vehicles otherwise licensed but which contain commercial advertising as part of the finish or as an attachment.

5.4 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. No incineration of waste is permitted on the Property. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the residence or garage, except for a period of 12 hours prior to and following the scheduled garbage pickup.

5.5 Temporary Structures No structure, trailer, tent, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the Board, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

5.6 Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupancy and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Section 2.5.

5.7 Noxious Activity. No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Lakeview Ridge Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment.

5.8 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall not be used for (a) storage of any kind including, but not limited to, the storage of motorcycles or (b) the drying or airing of laundry, carpets, rugs or clothing.

5.9 Signs. Unless allowed by the Village of Richfield, no Owner or Occupant may erect, post or display posters, signs or advertising material on the Common Areas or at locations on or within buildings which are visible from the public streets or Common Areas without the prior written consent of the Board, except (a) Declarant may do so without such approval and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot. The Board may at its discretion, in particular circumstances or in general, delegate its right to consent under this Section to the ACC described in Article 6. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulation and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building.

5.10 Environmental Matters / DNR Compliance. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulation or rules relating to the storage, transport and release to, from, on or in such Lot of any substance or compound governed by any one or more of Wis. Stats. Chap. 292 (as the same may be renumbered from time to time); Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); Toxic Substances Control Act ("TOCSA"); Resource Conservation and Recovery Act ("RCRA"), Village ordinances, and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.

5.11 Obstructions. No playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas except as the Board permits by Rule.

5.12 Solar Collectors. No exterior active solar collectors or similar devices shall be erected, installed or used without the written permission of the Board.

5.13 Outdoor Wood Stoves: Outdoor wood stoves or boilers are prohibited.

5.14 Grading: Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan, attached hereto, or any amendment thereto approved by the VILLAGE Engineer on file in the office of the VILLAGE Clerk. The DEVELOPER and/or the VILLAGE and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.

ARTICLE 6 ARCHITECTURAL CONTROL

6.1 Architectural Controls; Restrictions on Development

(a) Architectural Control Committee. Declarant shall approve all plans. Declarant shall establish an Architectural Control Committee ("ACC"), related to the Association as provided herein, consisting of three (3) members who shall have the duties as set forth in this Article. The initial ACC shall be appointed by Declarant. One or more Committee members may delegate their Committee duties to any one or more of the other Committee members. After

Declarant conveys to purchasers all of the Lots, the then initial members of the ACC shall resign and the Board shall elect the three (3) members from the group of Owners of Lots to serve on the ACC; provided, however, that if selected by the Board, a representative of Declarant may serve on the ACC.

(b) No Development Without Prior Approval. Not less the ten days prior to:

- (1) commencement of construction of any Building or other improvements on any Lot, or
- (2) the reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto, or
- (3) the demolition of any Building or other improvements on any portion or portions of such property, or
- (4) the painting, decoration or alteration of the exterior of any Building or other improvement on such property or
- (5) the installation of an awning, enclosure, hot tub, deck, garden, swimming pool, grading, mailboxes, fences or other landscape features on any such property,

The Owner(s) of such property shall submit to the ACC for consideration as described below two copies of written information, which shall include a survey of such property prepared by a licensed surveyor, ("Drawings") showing:

- (A) the location, size, elevations and type of Building(s) and other improvements, including but not limited to, homes, garages, retaining walls and fences or other matters proposed to be erected or reconstructed on such property
- (B) detailed plans and specifications for construction or reconstruction, including building material, type and color and plans to screen the demolition, construction or reconstruction from view
- (C) the proposed landscaping (including the proposed timing of installation of such landscaping), and
- (D) the proposed location and specifications for utilities servicing such improvements.

The survey shall reflect the proposal in A through D, which are appropriate to be shown on the survey. Any of the actions described in clauses (1) through (5) above may be taken (subject to subsection (c) following) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in subsection (c) following, unless such time periods are waived by the ACC in its sole discretion where the ACC believes that such earlier commencement is consistent with the purposes of this Declaration. No action described in paragraphs (1) through (5) above shall take place without the approval of the ACC of the Drawings for such action, except if the action is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

Finished Grade for each Home shall be as follows: Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan, attached hereto, as Exhibit 'B', or any amendment thereto approved by the VILLAGE Engineer on file in the office of the VILLAGE Clerk. The DEVELOPER and/or the VILLAGE and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.

Prior to the issuance of a building permit for a specific lot, the lot owner and/or their agent shall furnish to the Building inspector of the VILLAGE a copy of the stake out survey showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the lot, and the lot corner grades of the buildings on adjoining lots where applicable, as existing and as proposed.

(c) Standards and Procedural Matters of Consideration. The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. In considering any Drawings, the ACC shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations and paint color), landscaping (including the timetable therefore), the placement and protection of trees as provide in Section 6.6(b), and such other matters proposed in such Drawings comply with the terms of this Declaration and the Village ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be express and in writing. The failure of the ACC to approve, object or acquiesce conditionally as above within twenty business days after submittal of the complete Drawings and payment of any review fees shall be deemed as if the ACC stated that it has no objection to the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional 6 months if it is reasonably determines that delay has been primarily caused by factors outside the control of the Owner; and provided further that the initial driveway need not be completed until 12 months after the date on which the occupancy certificate for the residence is issued.

(d) Prior Approval for Changes. If after the completion of the improvements to an affected property, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected property, the

Owner shall comply with the provisions of subsection (a) above. A proposed alteration will be deemed substantial if it affects the location or exterior appearance of the approved improvements.

(e) Procedures and Budget. The ACC may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may but need not require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The ACC may engage consultants (e.g. architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the ACC shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in reforming their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

(f) Separate Village Approval. Matters which require approval of the ACC may also require approval of the Village. Obtaining approval from the ACC and from the Village is solely the responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Village and approval by the Village shall not be deemed approval by the ACC.

(g) Uniformity Standards; Waiver. Certain standards of architectural control are set forth in Sections 6.2 through 6.6 below. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing or exterior, whether generally or for certain types of improvements. The ACC may waive any such standard which it has adopted, may waive any standard in Sections 6.1 through 6.6, and may waive any floor area requirements in Section 6.3 by up to 10%. The ACC may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned, and may be permanent or time-limited (and if not expressly time limited will be deemed to be effective for so long as the use of such property is not materially altered.) The ACC may waive any standard as above even in the absence of an "unnecessary hardship"; those judicially determined standards for granting variances under zoning regulations shall not apply to the ACC.

(h) Indemnification. Each member or former member of the ACC, together with personal representatives and heirs of each person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees asserted against, incurred by, or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason or service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with this indemnification shall be a

common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

6.2 Antennas. No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 24" in diameter shall be erected or installed on or in any roof or any other portion of a Building on any Lot or on the unimproved portions of such properties, except as erected or installed by Declarant, the Association, or any individual Owner with written approval of the ACC, and, in each case, in compliance with Village ordinances.

6.3 Minimum Home Size Requirements.

(a) Only one single-family home may be constructed on each Lot.

The following types of homes on Lots shall have the following **minimum** sizes:

<u>Residence Type</u>	<u>Minimum Size</u>
One story	2,400 square feet
Two story	2,800 square feet (minimum of 1,600 square feet on the first floor)
Tri-level	2,600 square feet (minimum of 2,000 square feet between the upper two levels)
Bi-level	Not permitted

(b) For purposes hereof, the type of residence and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation.

6.4 Garages

(a) Each residence on a Lot shall have a garage for not less than 3 cars attached to the residence containing a minimum of 864 square feet and, if the residence is in excess of 4,547 square feet, a maximum of not more than 190 square feet per 1,000 square feet in the residence itself. Driveways shall be paved with concrete material within its jurisdictional limits, the Village. Garages must be constructed at the time of construction of the residence and all exterior features must be completed prior to occupancy of the residence.

(b) Detached garages may be permitted by the ACC, provided they are adhere to the Village of Richfield's Code of Ordinances and the following requirements have been satisfied:

- (1) The garage shall have a minimum of two stalls
- (2) The maximum square footage shall be no greater than 800 square feet.
- (3) Door openings and all overhead doors shall not exceed 10 feet in height

- (4) Color and building materials shall be consistent with the residence on the Lot.
- (5) No vinyl, steel or aluminum shall be allowed on any exterior with the exception of the fascia and soffit.
- (6) Underground electric shall be required for all detached garages
- (7) No lean-to or carports of any nature shall be permitted.

(c) Any storage sheds shall contain not less than 129 square feet nor more than 180 square feet. Storage sheds are only permitted if there is no detached garage on the lot. All sheds shall be of a style, color and building material consistent with the residence on the Lot. A shed must be rectangular, and not square. No steel, vinyl, aluminum, prefabricated or kit sheds shall be permitted. Approval for sheds is required under Section 6.1. If an Owner desires to connect electricity to a shed, whether at or after the time of initial construction, the installation of electrical connections must be underground and must be performed by a licensed electrician. All storage sheds shall be removed at such time that a detached garage is constructed.

6.5 Certain Exterior Features. With respect to the construction of a Building on a Lot or other improvement to a Lot:

- (a) All windows and doors shall be surrounded with a minimum 5 1/2" trim board.
- (b) A residence shall have a roof made of wood shakes, tile, natural slate, 30-year warranted dimensional shingles, or an artificial slate approved by the ACC, with a minimum pitch ratio of 8:12, or such other pitch as is specifically approved by the ACC.
- (c) Exterior walls of residences shall be constructed of brick, stone, cultured stone, or cultured brick, cedar, stucco, exterior insulation and finish systems ("EIFS"), LP siding or Hardiboard siding, or combinations thereof. No metal or vinyl siding shall be permitted with the exception of the fascia and soffit. Further the ACC in its sole discretion, shall have the right to permit or prohibit the use of artificial stone, artificial brick, composite wood or other types of siding as it may deem appropriate to preserve the architectural integrity and quality appearance. Basement or foundation walls shall not be exposed.
- (d) Exterior masonry walls must abut another wall. If vertical siding or the like is used on the exterior walls of a residence, the same shall terminate only at an inside corner or other suitable break in the residence's architecture as the ACC shall approve.
- (e) The ACC shall be acting reasonably if it disapproves the Drawings for a residence because such residence would be similar in appearance to other residences in close proximity.
- (f) Exterior fireplaces and chimneys shall be constructed of masonry, stucco, cedar, EIFS, LP siding or Hardiboard siding or stone materials. On each side of a residence, except for trim, exterior materials shall be consistent on all levels. Color selections, and paint, stone, stucco or other finish must be approved by the ACC.

(g) The ACC shall be acting reasonably if it requires that, on Lots with significant grades as determined by the ACC, portions of basement walls be exposed to allow for a more natural transition between residences. Any such exposed basement or foundation walls shall be covered with suitable material, approved by the ACC, consistent with the overall architecture of the residence.

(h) No soil shall be removed from any Lot nor excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a "Finish Grade") of a Lot must conform to Master lot grading plan included as Exhibit B of this document and approved by the Village.

(i) Above ground pools are permitted upon approval by ACC. In-ground pools may be installed on a Lot only with the approval of the ACC, which will be acting reasonably if it does not approve an in ground pool which is not completely enclosed by a secure wall or fence of a minimum of 4 foot elevation, with a self-closing or self-latching gate or door (at the top of such gate or door). There must be an unobstructed area of at least 4 feet between the fence and the pool. The pool cannot be located less than 10 feet from the nearest Lot boundary.

(j) Lot Owner shall construct and maintain the mailbox and mailbox support in good and working condition and replace it when necessary with the same style and in a location all as approved by the ACC.

(k) In making determinations under subsection (j), the ACC will give priority to the goal of achieving uniformity of aesthetics, but without abrogating its right to grant variances or to change its aesthetic scheme from time to time.

(l) Each Owner shall install and maintain one decorative lantern on their lot near the road right of way. The lantern, mailbox and mailbox post shall be maintained in good condition and working order, and shall cause electrical service to be continued to such lantern. Without limiting the authority of the Association generally, the costs of enforcing the covenants in subsections (j) and (k) may be assessed to an offending Owner as a special assessment on such Lot under Article 3.

(m) If Declarant, in its discretion, installs any light post, lantern, mailbox or Mailbox post, or performs or pays for any other matter required herein on behalf of any Owner, it shall not be deemed a waiver of any of the requirements herein as to any other Lot or Owner and shall not obligate Declarant to perform the same action on any other Lot, for any other Owner, or on any subsequent occasion.

(n) All utilities shall be installed underground.

(o) No exterior active solar collectors shall be erected, installed or used unless presented in the Drawings and approved by the ACC.

6.6 Grading, Landscaping and Drainage.

(a) Declarant and the Village have agreed to a certain Master Grading Plan included as Exhibit B of this document. The topography and ground elevation of each lot shall be finished as required by the Declarant and in accordance with the Master Grading Plan on file with the Village of Richfield, and included as Exhibit B of this document, for the efficient discharge and drainage of surface groundwater throughout the subdivision. Final grading of the lot shall be completed within two months following the date an occupancy permit is issued for a dwelling. Except for drainage easements located on a lot owner's property which shall be maintained by the individual lot owner, any and all drainage easements, detention ponds or the like shall be repaired and/or maintained by the Association. Any drainage easement or detention area located on the plat shall be maintained in a natural state and clean, clear and free of all obstructions or barrier of any kind. Landscaping within these areas shall be restricted to ground cover to inhibit erosion. Any maintenance deficiency, obstruction or barrier may be removed by the Village of Richfield. Should it become necessary for the Village of Richfield to maintain these areas, the Village may assess a special charge. Prior to the Village of Richfield undertaking any corrective action, the Village Staff must first determine that a deficiency exists under these Declarations concerning the maintenance of drainage easements and that the public interest requires compliance. Thereafter, the Village Staff shall give written notice of the deficiency to the land owner (if applicable) and the Association, unless the Village Staff determines that the health, safety and welfare of the Village requires that action be taken immediately without notice. If notice is required, the notice shall specify the time in which to rectify the deficiency and if the deficiency or deficiencies are not rectified within the time period, the Village shall have the right to enter upon such property, using its own employees and equipment or contract with others for such work to rectify the condition. The cost of such work or services shall be billed to the owner if the deficiency relates to a drainage easement located on a lot owner's property and the Association for all other deficiencies. The Village of Richfield shall have the right to enforce collection of such amounts by extending the same on the current or next succeeding tax bill as an unpaid special charge in accordance with Section 66.0627 of the Wisconsin Statutes against the responsible lot owners in the Subdivision. The lot owners do hereby consent to the levying of such special charges and hereby waives any and all notice and hearings which might otherwise be required by State Statute for the levying of special charges, subject to the Village's compliance with the notice provisions detailed herein. Nothing herein shall be interpreted to impose an obligation on the Village of Richfield to take any particular action at any time.

(b) Within six months following issuance of an occupancy permit for a home, a complete landscaping plan for the entire lot shall be submitted to the Board for its approval. All landscaping shall be completed (in accordance with the plan approved by the Board) within twelve months following the issuance of the occupancy permit for the home.

(c) To avoid a substantial increase in surface water drainage onto adjoining lots, the landscaping plan shall provide for adequate drainage of storm and surface water away from adjoining lots if natural drainage on the lot is to be or has been altered by grading or

landscaping by the lot owner. No trees, shrubs or other landscaping plantings shall be permitted in any drainage area.

(d) No lot line, fence, wall, hedge or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Board. In no event will the Board approve a fence or wall within the setback or unimproved areas.

(e) Each lot owner must strictly adhere to and finish grade its Lot in accordance with the Master Lot Grading Plan or any amendment thereof approved by the Village Engineer on file in the Office of the Village Clerk. The Declarant and/or the Village and/or their agents, employees or independent contractors, upon written notice to the owner of a vacant lot, shall have the right to enter upon such lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.

(f) Each lot owner shall submit the following to the ACC prior to home construction: two copies of lot grading plan, survey, proposed location of residence on site, driveway location and dimensions, site grade changes (detail), proposed utility lines, retaining walls (include detail drawing), or any detached structures (include detail drawing).

6.7 Construction Matters.

(a) No building or construction materials shall be stored on any Lot outside of Buildings on the Lot, except during periods of actual construction or remodeling, and then only for so long as reasonably necessary and only if kept in a neat manner. Neither Declarant nor the Association is responsible for the security of materials stored on a Lot.

(b) During grading, the Owner is solely responsible for compliance with all erosion control requirements.

(c) Each Owner shall include the following provisions in all Construction contracts for improvements to the Owner's lot:

- (1) The roadway abutting the Lot shall be cleaned each day of mud and debris during the period of construction.
- (2) A dumpster for debris shall be provided at the building site for the period of construction. Adequate dumpsters shall be provided for the duration of job and removed as soon as full.
- (3) All debris will be disposed off site in accordance with applicable laws.
- (4) The Owner shall comply with the soil and erosion plan control ordinance of the Village and Washington County.

6.8 Driveways. Each lot shall be improved by the lot owner with concrete driveway extending from the street to the garage within twelve months following issuance of an occupancy permit for the home.

6.9 Monument Signs. Any monument signs located at the subdivision entrance and associated landscape maintenance shall be maintained by the Association with costs of such split evenly between lot owners. Money for said maintenance shall be allocated in the Association's yearly budget.

ARTICLE 7 HEIGHT OF GRADE

7.1 On file with the Village are a detailed site and erosion control plan and a detailed drainage plan for the development. Each Lot owner must strictly adhere and finish grade its lot in accordance with the site and erosion control plan and the drainage plan in addition to the master lot grading plan for the Village or any amendment thereto approved by the Village Engineer on file in the office of the Village. Declarant and/or the Village of Richfield and/or their agents, employees or independent contractors shall have the right to enter upon any lot, for the purpose of inspection, maintenance and/or correction of any drainage condition, and the lot owner is responsible for the costs of the same. No owner of any lot, nor any person or persons claiming under him, shall or will at any time alter the grade of any lot from that which is naturally occurring on the lot at the time the site developments have been completed by the Declarant, unless and until he shall first obtain the written approval of the Village Engineer for such grade alterations. In order to obtain the Boards' approval, the lot owner must, at his own expense, have prepared a grading plan and an erosion control plan which show, in detail, the area to be re-graded, the existing and proposed topography and an analysis of the effects on the site drainage. The plan shall not adversely affect the adjacent property owners with regard to drainage or views; the determination of which shall be done by the ACC and the Village of Richfield.

ARTICLE 8 INSURANCE

8.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas (including areas which are included in such definition by virtue of easements granted herein) and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverages as the Board deems necessary or advisable.

8.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and

other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

8.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

8.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense.

8.5 Waiver. The Association and, by acceptance of a conveyance to a Lot or Outlot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association for obtaining any policy of insurance at a reasonable and customary rate.

8.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery there under, (c) result in reputable insurance companies refusing to provide such insurance or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupancy responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of (1) the size, design or composition of a Building, (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Associations for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

8.7 Exclusions From Coverage. Association Insurance coverage shall exclude (a) coverage on any residence or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupancy, its guest, invitee, employees or tenants, arising out of any occurrences with a Lot and/or relating in any way to an Owner's or

Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 9 AMENDMENT OF DECLARATION

9.1 General. This Declaration may be amended by recording in the office of the Register of Deeds for Washington County, Wisconsin, a document to that effect executed by the owners of a least 50% of all lots in the development, and by the Village of Richfield Board, with all signatures duly notarized or by the Declarant prior to the sale of 100% of all lots and by the Village of Richfield Village Board. Such amendment shall be effective only upon recording. Notwithstanding the above, the Declarant reserves the exclusive right to amend this Declaration through December 31, 2016 subject to obtaining the Village's approval.

9.2 Procedures. Amendments shall be prepared and executed by the President of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

ARTICLE 10 RIGHTS OF MORTGAGE HOLDERS

10.1 Notice. Any mortgage holder, insurer or guarantor of a Mortgage on a Lot who submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the property involved, will be entitled to timely written notice of:

(a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the property on which it holds a Mortgage or any breach of the provisions of any of the Lakeview Ridge documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(b) A lapse, cancellation or material modification of any Association Insurance and;

(c) Any proposed action that requires the consent of a Mortgage Holder as specified in Article 9.

10.2 Mortgagee Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage or by a deed in lieu of foreclosure following an Owner's default under the Mortgage shall be liable for such property's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such property (except to the extent unpaid assessments are included in subsequent budgets generally).

ARTICLE 11 RIGHTS OF DECLARANT

11.1 Reserved Rights. Pending the sale of all Lots by Declarant, Declarant:

(a) may use the Outlots, and any unsold Lots in any lawful manner as may facilitate the sale of Lots, Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as spec homes. In delegating such rights to other persons, Declarant's delegees shall not have the right, to locate a general office operation in any such spec home, although use of a spec home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed 24 months from the date of issuance of the certificate of occupancy therefore. Construction materials shall not be delivered to or stored at a spec home for the construction of another spec home on a different lot.

(b) shall have the right (1) grant easements upon, over, through and across the Lots (limited to the 10 feet area adjacent to each Lot line), which rights shall expire one year after conveyance of a Lot by Declarant), and the Outlots as may be required in Declarant's opinion for furnishing any kind of utility services and maintenance and replacement thereof, or for drainage or other public purposes including, but not limited to, cable television or master antenna service, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.

(c) shall have the right to veto any proposed amendment to this Declaration for any reason and for no reason, in which case it shall not be deemed approved or effective.

ARTICLE 12 REMEDIES FOR VIOLATION BY OWNER

12.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief, including an order requiring the removal at Owner's expense of Buildings constructed without ACC approval, subject to any other remedy provided by the Bylaws, or all of the above, as a result of such noncompliance. The Association, or in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

12.2 Owner or Occupant Violation: Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate, and if an action or other proceeding is commenced in connection therewith, using the fund established in Section 3.7. Expenses incurred therefore by the Association shall be assessed against the Owner or Occupant and shall be subject all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at

Article 3 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

12.3 Village of Richfield Enforcement. The Village of Richfield shall have no obligation, at any time, to enforce or prosecute any violation of this document, but any forbearance or failure on the part of the Village to exercise any right to remedy for any violation shall not be a waiver of such right or remedy under any circumstances. The Declarant, its successors and assigns, and all parties hereafter having an interest in the Property, are subject to all rules, orders, regulations and ordinances of the Village of Richfield, Washington County, the State of Wisconsin and the federal government, and the same may be more restrictive than as stated in this Declaration. In the event there is a conflict between the requirements of this Declaration and any provisions of the Village, County, State or federal law or regulation or lawful order, the more restrictive provision shall apply.

ARTICLE 13 EASEMENTS

13.1 Right of Entry. A right of entry to each Lot, Common Area or Outlot is reserved to the Association to service utility installations located on, in or under such Lot, Common Area or Outlot provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot, Common Area or Outlot may be made immediately, whether the Owner or Occupant of such Lot, Common Area or Outlot is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

13.2 Common Area Easements. The Association may grant easements over and through the Common Areas for such purposes as the Boards deems reasonable for the benefit of the Owners. The easements granted to the Owners may include but are not limited to the placement of drainage swales in the Common Areas to service individual Lots as approved by the Association in accordance with Section 2.5 above.

13.3 Drainage. An easement is reserved to Declarant, the Association and the Village over lots and Outlots for the installation of storm ponds, swales, streams or other storm sewer and drainage system elements as shown on the Plat or in any master plan approved by the Village.

ARTICLE 14 TERMINATION

14.1 Termination. This Declaration (and any amendments) shall be binding for a period of twenty-five years (from the date the Declaration is recorded) upon all lot owners and any other persons claiming under or through the Declarant. Upon the expiration date of such initial twenty-five year period, this Declaration shall be automatically renewed for a successive period of ten years upon the expiration date of the prior renewal period, unless there is a recorded instrument executed by the owners of at least 75% of all lots in the development and by the Village of Richfield Village Board or by the Declarant prior to selling 100% of the lots and by the Village of Richfield Village Board terminating this Declaration in which event this Declaration shall terminate upon the recording of such instrument.

ARTICLE 15 CONSTRUCTION AND EFFECT

15.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

15.2 Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

15.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions whereof.

15.3 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

15.4 Remedies. All remedies herein are cumulative

15.5 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

15.6 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

15.8 Other Regulation. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

15.9 Tax Delinquency. In the event Washington County and/or the Village of Richfield become owners of any lot through the tax delinquency process, neither Washington County nor the Village of Richfield shall be liable for any fees or special assessments described herein.

15.10 Disclaimer. Notwithstanding any other provisions of this Declaration, the Declarant is under no obligation to any lot owner to develop or plat at any time any portion(s) of this development not already platted as of the date of recording of this Declaration.

Executed at Washington County, Wisconsin, on the _____ day of _____, 2015

D&S Weyer No. III LLC

By: _____

Donald Weyer

ACKNOWLEDGEMENT

STATE OF WISCONSIN)

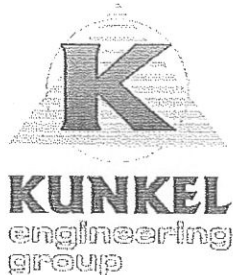
) *SS*

COUNTY OF WASHINGTON)

Personally came before me this _____ day of _____ 2015, the above named _____ and _____ to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My commission: _____



1115 S. Main Street
West Bend, WI 53095
262-384-4406
kunkelengineering.com

March 23, 2016

Mr. James Healy, Administrator
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

Re: Lakeview Ridge Subdivision – Final Plat Review

Dear Jim:

Please be advised that our office is in receipt of a final plat for the Lakeview Ridge subdivision located in Richfield, Wisconsin. Please consider this transmittal a review of the final plat and related documents relative to Chapter 66.04 of the Village of Richfield Code of Ordinances.

The proposed development consists of 12 single-family home sites located on a 40 acre parcel abutting Lakeview Drive. In addition to the 12 single-family lots, two outlots have also been created to provide both open space and a stormwater management basin. All lots have equal ownership interest in Outlots 1&2. Lots to be developed range in size from 1.25 acres to 1.89 acres. The State of Wisconsin Department of Administration has reviewed and certified that the proposed plat meets the restrictions with respect to Section 236 of the Wisconsin Statutes. State certification was provided on February 24, 2016. Finally, the Surveyor's Certificate also states that plat is in compliance with all provisions of subdivision regulations of the Village of Richfield.

Jim, based upon my review of the final plat pursuant to the regulations contained within Section 66.04 of the Village Code of Ordinances and the minutes of the Village of Richfield Plan Commission dated December 4, 2014, I heretofore recommend that the Village consider approval of the Lakeview Ridge final plat.

In addition, I want to bring to the Village's attention certain items that may be noteworthy to address:

- 1) The Village Plan Commission did require that driveways designed to serve Lots 3, 4, 6 and 7 be constructed in compliance with Village standards and not exceed a grade of 12%.
- 2) That a Stormwater Management Plan and easement be prepared by the applicant and approved by the Village of Richfield.

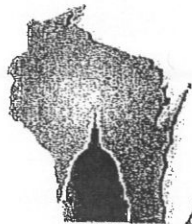
The above narrative incorporates my comments relative to the review of the final plat for the Lakeview Ridge Subdivision. Should you have any questions and interim, please contact me at your convenience.

Sincerely,

KUNKEL ENGINEERING GROUP

A handwritten signature in black ink, appearing to read 'C. Kunkel', with a stylized flourish at the end.

Craig J. Kunkel, P.E.



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR
SCOTT A. NEITZEL
SECRETARY

Plat Review

101 E Wilson St FL 9, Madison WI 53703

PO Box 1645, Madison WI 53701

(608) 266-3200 Fax: (608) 264-6104 TTY: (608) 267-9629

E-mail: plat.review@wi.gov

<http://doa.wi.gov/platreview>

February 24, 2016

0125
PERMANENT FILE NO. 27265

MICHAEL G. MCCARTY
BAUDHUIN INCORPORATED
PO BOX 105
STURGEON BAY WI 54235

Subject: LAKEVIEW RIDGE
NE 1/4 S26 T9N R19E
VILLAGE OF RICHFIELD, WASHINGTON COUNTY

Dear Mr. McCarty:

You have submitted LAKEVIEW RIDGE for review. The Department of Administration does not object to the final plat bearing your February 11, 2016 signing date. We certify that it complies with: s. 236.15, s. 236.16, s. 236.20, and s. 236.21, Wis. Stats.; and the Washington County Planning & Parks Department. Certification of this plat does not include review for compliance with requirements relating to private sewage systems.

DEPARTMENT OF ADMINISTRATION COMMENTS:

The Department of Administration has no conditions for this plat.

Note to all: The surveyor indicated that all exterior monuments have been set and that the Village of Richfield has temporarily waived placing the interior monuments per s. 236.15 (1) (h), Wis. Stats.

COUNTY PLANNING AGENCY:

The Washington County Planning & Parks Department is an objecting agency on this plat. On December 14, 2015 we transmitted copies to them for review. On February 23, 2016 they returned a copy of the plat certifying no objection.

The plat shall be presented to the Village Board for final approval and signing. The Village, during its review of the plat, will have resolved when applicable that the plat:

- complies with local comprehensive plans, official map or subdivision control ordinances;
- conforms with areawide water quality management regulations;
- complies with Wisconsin shoreland management regulations;
- resolves possible problems with storm water runoff;
- fits the design to the topography;
- displays well designed lot and street layout;
- is served by public sewer or private sewage systems;
- includes service or is serviceable by necessary utilities.

Any changes to the plat involving details checked by this Department, or the Washington County Planning & Parks Department will require submission of the plat to the Department for recertification before the plat is eligible for recording. Such changes can be found by comparing the recordable document with the half-size copy of the certified plat furnished with this letter.

If there are any questions concerning this review, please contact our office, at the number listed below. If there are any questions regarding private sewage system review, please contact Mark Finger, Department of Safety and Professional Services, at (608) 574-1189.

Sincerely,


Renee M. Powers, Supervisor
Plat Review
Phone: (608) 266-3200

Enc: Recordable Document, Original, Print

cc: D&S Weyer No. III LLC, Owner
Clerk, Village of Richfield
Washington County Planning & Parks Department
Department of Safety and Professional Services
Register of Deeds
SEWRPC

ORIGINAL RECEIVED FROM SURVEYOR ON 12/14/2015; REVIEWED ON 01/13/2016
SUBSTITUTE ORIGINAL RECEIVED FROM SURVEYOR ON 01/21/2016 & 02/12/2016



Washington County

Planning and Parks Department

NOTIFICATION OF ACTION ON PROPOSED SUBDIVISION PLAT WASHINGTON COUNTY PLANNING, CONSERVATION AND PARKS COMMITTEE

February 16, 2016

Department of Administration
Attn Renee Powers, Plat Review Unit
P O Box 1645
Madison WI 53701-1645



Dear Ms. Powers:

This letter is to inform you that the Washington County Planning, Conservation and Parks Committee has considered the following subdivision plat pursuant to Wisconsin Statutes and applicable local Ordinances:

Date of Meeting: February 10, 2016

Subdivision Name: Lakeview Ridge

// Pre-Preliminary Plat // Preliminary Plat /X/ Final Plat

Location: NE ¼, Section 26
Municipality: Village of Richfield
Subdivider: D & S Weyer No III, LLC
Surveyor: Michael G. McCarty

Action taken: The Planning, Conservation and Parks Committee stated no objection to the Lakeview Ridge Final Plat as presented, subject to benchmarks being established for each lot to be utilized for the soil tests on each lot.

If you have any questions regarding this subdivision plat, please do not hesitate to contact me.

Sincerely,

Jay T. Shambeau
Administrator
JTS:PJG:jw

Enclosure – State numbered, County-certified final plat for Lakeview Ridge

cc: ☒ Municipal Clerk
Subdivider
Surveyor
Land & Water Conservation Division

Douglas S. Cherkauer PG, PH
1740 Stoneway Ct.
Richfield, WI 53076

December 30, 2014

Jim Healy
Village Administrator
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

Re: Application for a Groundwater Protection Permit for Lakeview Ridge Subdivision

Jim,

I have completed my review of the report submitted in support of the application for a groundwater permit for the proposed Lakeview Ridge subdivision. The report is entitled "Geologic and Hydrologic Conditions and the Potential Influence of Proposed Residential Development, Lakeview Subdivision, Richfield, WI" by Stantec Consulting Services, Inc.

Recommendation:

It is my recommendation to you, the Village Board and all others involved in the process that a groundwater permit be granted for the proposed Lakeview Ridge subdivision.

Rationale:

The Stantec report provides a thorough and largely accurate overview of the hydrogeology of the site and then presents the likely impacts of the development on the groundwater system. It is not known at this time whether the sand and gravel aquifer beneath the site is unconfined or semi-confined. Therefore, the report presents the results of a series of calculations of what the likely drawdown at the nearest property boundary under both conditions.

For unconfined conditions, the projected drawdowns presented range from 0.06 to 0.67 feet. For semi-confined conditions, the range is from 0.07 to 0.90 feet. All the values have been calculated using the hyper-conservative that all of the pumping is being removed at a single site, arbitrarily located 200 feet from the nearest property boundary. At first glance, it appears that the proposed project satisfies the Richfield groundwater protection ordinance. However, the report never uses the combination of other conditions that I think are reasonably most conservative for the site.

Consequently, I have recalculated drawdowns using individual wells and conservative hydraulic properties that I feel are more representative of the site. I have done this using wells assumed to be close to the setback limits, but outside the designated septic areas, on the 3 lots closest to both the southeastern and southwestern corners of the subdivision. I have then summed the drawdowns from each of those 3 wells at the location on the property boundary where their total is maximized.

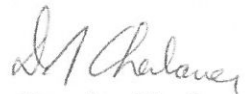
I've assumed that each well will pump a net 400 gallons per day (gpd) from the deep sand and gravel aquifer only. This is more pumpage than is likely and is also been assuming that the treated wastewater return will not reach aquifer on site. Finally my calculations assume that the aquifer has a hydraulic conductivity of 4.4 ft/day (based on the Richfield model), a thickness of 90 feet (based on Stantec's cross-sections) and a storage coefficient of 0.01 (representing confined conditions).

For the southwestern corner, wells have been placed in Lots 1, 2 and 12 at distances of 55, 136 and 105 feet, respectively, from a common point about 40 feet west of the intersection of the subdivision road with Lakeview Drive. After 10 years, the projected drawdowns from those wells is 0.13, 0.11 and 0.11 feet, respectively. The composite drawdown at the common point is therefore 0.35 feet. After 50 years, the composite drawdown would remain under 0.4 feet, so the SW corner of the site falls well within the Richfield drawdown standard.

For the southeastern corner, wells have been placed on Lots 8, 9 and 10 at distances of 125, 85 and 85 feet, respectively, from a common point about 30 feet east of the intersection of the subdivision road and Lakeview Drive. After 10 years, the projected drawdowns from those wells is 0.11, 0.12 and 0.12 feet, respectively. The composite drawdown at the common point is once again 0.35 feet. After 50 years, the composite drawdown would again remain under 0.4 feet, so the SE corner of the site falls well within the Richfield drawdown standard.

There are no other lots at which wells would contribute significantly to the composite drawdowns at these corners of the site. In addition, there are no other locations on the platted site where 3 or more wells would have significant overlapping impacts.

Because my assumptions are very conservative, my calculations allow me to agree with the Stantec assertion that the site, as designed, will comply with the Richfield groundwater drawdown standard. That is the basis for my recommendation of approval of a groundwater permit for the proposed Lakeview Ridge subdivision.


Douglas Cherkauer
Hydrogeologist

7 d



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM
MEETING DATE: April 7, 2016

SUBJECT: Site, Building and Plan of Operation for VOR Municipal Building Tax Key
V10_044800E

DATE SUBMITTED: March 31, 2016

SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: DOES THE PLAN COMMISSION WISH TO APPROVE THE PROPOSED VILLAGE-OWNED BUILDING FOR THE RICHFIELD VOLUNTEER FIRE COMPANY?

ISSUE SUMMARY:

The Richfield Volunteer Fire Company is the Village's longest public/private partnership, going on its 116th year. For decades, our Fire Company has relied on "paid on call" volunteers to provide essential emergency response services to those in need. This flexible staffing model, predominately utilizing "paid on call" volunteers and a minimal number of full-time employees, allows the Company to keep salary costs low, which in turn saves taxpayer dollars in the Village and for the other municipalities the Fire Company also services in the Towns of Erin, Polk, and Germantown. The total coverage area for the Company is 47 square miles.

Back in 2006, the then Town of Richfield passed a resolution reserving approximately 3-5 acres of land at Heritage Park along Hubertus Road for a future Fire Company headquarters. Heritage Park was chosen because it is the most centralized location in the Village and therefore is the best-suited area to continue to protect the health, safety and welfare of our Village residents. The proposed centralized headquarters will include no frills essentials they currently lack like overnight sleeping facilities, adequate office space, separate showers and locker rooms for female employees and workable training space. These amenities are essential for them to continue to be a thriving, separate, private entity for another 116 years. The Fire Company strongly believes that incorporating overnight sleeping quarters into a new building will attract and retain resident volunteers and more importantly, the vital non-resident "paid on call" volunteer employees to work overnight shifts and help continue to mitigate salary costs.

On July 17th of 2014, the Village Board held a special meeting to hear the results of a report conducted by Kunkel Engineering Group regarding the future location of a centralized headquarters at Heritage Park. The study, which was based on a reevaluation of a previously conducted audit report prepared in 2005 by McGrath Consulting Group, essentially looked at three (3) scenarios: 1) construction of an independent fire station, 2) construction of a new fire station attached to the existing Village Hall, and 3) the construction of an independent fire station with the potential for a future Village Hall expansion to the east. Ultimately, the scenario in which the fire station was built independently on the west side of Heritage Park was shown to be the recommended solution.

The Fire Company's current headquarters, Station No.1., is located on STH 175 in the upper northeast part of the Village. The building was built in 1950 and in 2013 underwent a façade renovation to house the Company's larger pieces of apparatus. This site currently functions as the nucleus of the organization, much like Village Hall is the nucleus of activity for the Village's operations. It is the central hub in which they operate both administratively and for emergency response purposes. However, being located in the far northeast corner of the Village does present difficulty in terms of establishing goals for response times and being bisected from the rest of the Village by a railroad track.



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM
MEETING DATE: April 7, 2016

Through comprehensive data analysis, the primary location of calls for services of the Richfield Volunteer Fire Company are predominately south of STH 167 and east of STH 164. This is the area where the highest concentration of residential homes is located. Our studies also reflect the fact that the majority of the almost 50 "paid on call" volunteers, would be assigned to respond from the new fire station headquarters at Heritage Park. Predominately, their members lives east of STH 164 and south of Hubertus Road - a long way to travel to reach the far northeast corner of the Village when responding to an emergency situation.

In order to help plan where the new headquarters should be located, the Company developed its response time standards in 2005. The Fire Company set their response time standard at 10 minutes. Five (5) minutes to Staff the apparatus and leave the station and five (5) minutes travel time, to be accomplished 90% of the time. As a result, the Fire Company and Village have been planning around these metrics and other recommendations incorporated into the 2005 McGrath study for over a decade ago. According to the U.S. Census from 2010, there were 4,338 housing units in the Village. If all of the Village's undeveloped land is developed at a 3 acre density, per our ordinances as the highest concentration of homes allowed, an additional 2,904 single-family homes could be constructed in the Village with the majority of them being on the western third of town. Additionally, from 2000 to 2010, the greatest percentage of our Village's resident population continued to be those that are 65+ in age. One can only then assume as the Village continues to expand and grow and our population continues to age, there will be an increased demand on our Fire Company that the current facilities and personnel will not be able to handle. That is why Heritage Park, the true navel of the community, three (3) miles in every location, is unquestionably the most effective and efficient place for a headquarters station to be located.

Prior to tonight's meeting, the Village Staff believes that it has put together a well-conceived public involvement and educational effort regarding the proposed headquarters location. Staff has made sure since 2014 that the Fire Company and information relating to this project have been well-publicized in the "Richfield Happenings" newsletter, sent various press releases to the West Bend Daily News, sent direct mailers to individual property owners who neighbor Heritage Park inviting them to attend meetings, and held a Public Information Meeting on February 25th from 4-8PM.

In selecting the project manager and/or architect for the project, the Richfield Volunteer Fire Company interviewed three (3) architectural firms and four (4) construction management firms over the course of four (4) months. The firms were well-known in the construction industry, and most had extensive experience designing and constructing fire stations. The RVFC Building Committee unanimously favored MSI General from Oconomowoc for both architectural and construction management services. The recommendation to hire MSI General was brought before the full membership on May 4, 2015. The membership unanimously approved a motion to recommend MSI General to the Village of Richfield to engage in services. Several months later the Village Board approved Staff and the Village Attorney to execute an agreement with MSI General for both architectural and project management services. Tonight, Dirk Debbink, President of MSI General, Bert Zenker, lead architect and Tim Knepprath, senior project manager will be on-hand to walk through the project design and answer any questions you may have regarding the same.

Architectural Renderings:

When we started the programming with MSI General and the Richfield Volunteer Fire Company, the direction we wanted to go was to develop a traditional-style firehouse, which would neatly blend into the fabric of the existing community. We choose strong, durable, materials that would increase building efficiencies and convey a presence of strength, community and purpose. As a part of this process, the Fire Company and MSI General toured fire stations from other communities all



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM
MEETING DATE: April 7, 2016

across the State. They spoke with fire chiefs to learn from them what they liked, didn't like, and would do differently if they had the opportunity to start over. The result of which is the design we have before us tonight.

The drive behind how our form followed function was to develop a plan to fit today's immediate needs but also accommodated for the future growth of the community both in plan and architectural design elements. The choice of clay brick, natural stone and limestone banding, as well as siding and asphalt shingles, all eluded to the aesthetic for the traditional design that we were driving towards.

On the front elevation, the focus point of the design is entrance to the building. The function of this area is three-fold. Not only is it one of the entrances to the administrative part of the building, it will function is the sole public entrance and display area for the refurbished Studebaker Fire Engine. It was important to the Fire Company and the Village that this piece of our community's history be prominently displayed because it reflects positively on our 116 year public/private partnership. The columns on the front elevation were flared out to help with the elongation of the front entrance. The 10,000sqft garage area also utilizes several different materials, all of which are approved materials per the Zoning Code, at various depths to provide more shade and shadow to the building. Above the gable peak is an internally illuminated clock. The limestone banding and pillars at the corners are architectural design features carried throughout the design.

On the west elevation, the elevation you would see coming from STH 164 going eastbound, the design is more a function of the programmatic layout. This will be the area where their lockers and equipment will be stored for the firefighters to dress when responding to a call. It did not make sense to have windows on the lower portion of this elevation and the idea of adding false windows for a consistent look we did not believe was a responsible use of tax dollars. In concept, this west elevation will be somewhat obscured by layers of plantings. The first row directly next to the building in green space, and the second row would be separating the asphalted parking lot for emergency responders from the graveled lot for our park patrons. Additionally, it is the belief of the architect that even though this will be a domineering mass, the eye of anyone driving in this direction will be naturally pulled towards the entrance.

At the February 24, 2016 Architectural Review Board meeting, the following motion was made:

Motion by Commissioner Duehring to approve the design as submitted for the proposed Headquarters Station for the Richfield Volunteer Fire Company at Heritage Park; Seconded by Commissioner Schmechel. Motion passed without objection.

Landscaping:

Consultant Planner Tim Schwecke and Plan Commission Kurt Bartel have both reviewed the proposed landscaping plan which was prepared by Heller and Associates of Racine. Consultant Planner Schwecke confirmed to Staff that the amount of plants and shrubs required for the new parking meets or exceeds our landscaping standards. Please refer to the table entitled "Code Compliance" on the landscaping plan for further details.

Commissioner Bartel had the opportunity to review the proposed landscaping plan several weeks ago from a more technical standpoint and made several suggestions for modifications.



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM
MEETING DATE: April 7, 2016

They were as follows:

- The Austrian Pines on the west side of the property be replaced with another type of evergreen tree (ex: Colorado Spruce, Blue Spruce, etc.). They were replaced with a mix of Colorado Green Spruce and Norway Spruce.
- The Dwarf Fothergilla species of plants in the front southeast corner of the building (5x, DF) be replaced with a more climate appropriate plant. While the Zone 5-8 plants may be appropriate for the Racine area climate, it was the considered opinion of Commissioner Bartel that they would not survive our climate in Washington County. They were replaced with Anthony Waterer Spirea and Mohican Viburnum.
- The rhythm of Autumn Blaze Maple and Chicagoland Hackberry trees should not alternate 1:1, but may alternate AAB, ABAA, BAAB or some variation thereof. This change was been made with ABM, ABM, CLH, ABM, ABM.

Commissioner Bartel believed the diversification of species of both trees and shrubs was appropriate. It was also further commented that they would be able to withstand “harsh” weather conditions. There also are a number of existing trees which the landscape architect was able to maintain. In terms of overall placement of the trees, shrubs, etc. the landscape architect did a nice job of playing off of the existing landscape to create planting patterns that appear natural and help provide adequate buffer yards to surrounding properties. This is particularly evident on the west side of the building where you see the majority of the landscaping efforts.

Consultant Planner Schwecke will be attending the meeting in order to address any question the Commission may have regarding the landscaping requirements of the Village Code.

Lighting Plan:

Lumens per Acre

Consultant Planner Schwecke also reviewed the proposed lighting plan for the Fire Company headquarters station. The subject property is located in “Zone 2 Lighting District”, which allows 50,000 lumens per acre. They are proposing a total of 333,800 lumens on 13.47 acres, far below the requirement, at ~25,000 lumens per acre.

Lighting Curfew

Section 234-7(F) sets restrictions on how long outdoor lights can be on, except that the Plan Commission can establish a different curfew as part of the lighting plan approval. As part of the motion, the Plan Commission should allow the outdoor lights to be on without restriction, as it is a matter of public safety.

Light Fixtures

Parking lot lights will be full cutoff and mounted on 20 foot poles with a concrete pedestal. The maximum allowed is 30 feet per s. 234-7(A). Electric power to each of the light poles will be underground.

Light Trespass

Section 234-7(O) of the municipal code establishes maximum footcandles at property boundary lines. For a residential property, the standard is 0.1 footcandle. The lighting along the west side of the property meets this requirement. However, the lighting levels along the right-of-way along Hubertus Road range from 0 footcandles for a majority of the to 1.0 in some areas. That section of the code does give discretion to the Plan Commission as follows:



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PLAN COMMISSION COMMUNICATION FORM
MEETING DATE: April 7, 2016

"(3) The Plan Commission may exercise discretion in regard to light trespass into public rights-of-way if it is determined to be beneficial to safe lighting conditions of adjacent sidewalks or other public areas."

Consultant Planner Schwecke will be attending the Plan Commission meeting in order to answer any questions the Commission might have regarding the review of the lighting plan.



Grading and Erosion Control:

Please see the attached Engineering Letter prepared by Village Engineer Craig Kunkel. In summary, it is as follows:

"We heretofore recommend that the Village of Richfield consider the following recommendations when reviewing the proposed fire station plans and incorporate as conditions of approval should that be your desire:

- *That the applicant obtain a NOI to undertake grading activities as it is required by the WI-DNR.*
- *That the owner/contractor be responsible for monitoring all BMPs pursuant to the requirements of the WI-DNR.*
- *That a storm water management agreement be prepared pursuant to Section 167(8B) and reviewed by the Village Attorney with the same to be executed and filed by the Washington County Register of Deeds. In addition, an access easement should be prepared by the applicant providing the Village with the authority to maintain the infiltration basin should that be necessary at a future date.*

Site Plan:

The Village's proposed site plan takes advantage of existing topography. The proposed location of the building itself is generally located on the western boundary of Heritage Park in the location of the tennis courts. This underutilized asset in the Village's park system will be removed in its entirety. One of the key considerations of the development plan was maintaining or expanding the parking opportunities at Heritage Park. Staff has worked with the Richfield Youth Baseball and Softball Association (RYBSA) to ensure that the graveled parking area to be expanded is adequate for their needs. The current parking in this area is approximately 58 stalls. Once completed, the newly formed graveled area will accommodate 76 parking stalls. In the event that our parking needs grow in the future, the lot was designed in such a way that it could be expanded to the south. It is assumed that at some point in the future, as budgetary considerations allow, that it will be asphalted. However, prior to that, crushed asphalt millings from the 2015 Highway Improvement Program will be utilized and compacted by the Department of Public Works to ensure that the increased gravel parking area will not cause a nuisance affecting health to surrounding property owners by having excessive dust or debris stir.

Just east of the graveled parking area will be an asphalted and curbed parking area for emergency responders only. This area will consist of 26 regular parking stalls and a singular handicapped stall. This area of parking will be marked with signage to the effect that this is for 'emergency responders, only'. Consideration public education will need to take place so that park-



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goers understand that this area is not for public parking. We believe the way the site has been set up with greenspace buffers and turn-in lanes will help best accomplish this situation. The dumpster enclosure will also be placed at the end of the drive. It will be gated so as to not expose the dumpsters from the view of Hubertus Road. Also, with the additional landscaping proposed in this area the effects of it being visually obscured is beneficial.

The traffic flow of the emergency response vehicles will have two options when returning to Village Hall from the scene of a response situation. They will either be able to enter off of the westernmost entrance off of Hubertus Road or the entrance just east. It is anticipated in the future that a cistern will be placed along the greenbelt on Hubertus Road so that the apparatus can utilize that for replenishing water there in addition to the well pump at Village Hall. All trucks will be backed into the parking bays. The other ancillary parking area will be for day visitors to the headquarters as it is rented out from time-to-time by various civic organizations. The geometry of the entrance furthest east lines up with Tally Ho as a 'best practice' in road design. It is also anticipated that in the future should a Village Hall be built on this site that this entrance could be easily modified to accommodate the proposed future lot depicted in the dashed lines.

FUTURE IMPACT & ANALYSIS:

REVIEWED BY: _____


Village Deputy Clerk

Forward to Village Board: N/A
Additional Approvals Needed: N/A
Signatures Required: N/A

ATTACHMENTS:

1. Resolution 06-02-01, A resolution supporting the construction of a new fire station for the Richfield Volunteer Fire Company
2. Letter dated May 15, 2015 from RVFC Chief Terry Kohl
3. Letter dated February 8, 2016 to area residents from RVFC Chief Terry Kohl and Administrator Healy
4. Letter dated March 3, 2016 to area residents from Administrator Healy
5. Letter dated March 17, 2016 from Village Engineer Craig Kunkel
6. Plan Set prepared by MSI General

STAFF RECOMMENDATION:

Architectural Design:

Motion to accept the recommendation of the Village's Architectural Review Board for the proposed building design for the Village of Richfield's municipal building located at Heritage Park, identified by Tax Key V10_044800E, as presented.

Landscaping:

Motion to approve the proposed landscaping plan, as presented and prepared by Heller and Associates for the Village of Richfield's municipal building located at Heritage Park, identified by Tax Key V10_044800E, subject to the final review and approval by Commissioner Kurt Bartel.



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Lighting:

Motion to approve the proposed landscaping plan, as presented and prepared by Enterprise Lighting LTD. for the Village of Richfield's municipal building located at Heritage Park, identified by Tax Key V10_044800E, subject to the following

Specific Conditions of Approval:

Specific Conditions of Approval:

1. The Plan Commission hereby allows the outdoor lights to be on without restriction, as it is a matter of public safety.
2. The contractor, Enterprise Lighting LTD, extends the photometrics plan into the right-of-way on Hubertus Road to show the actual amount of footcandles at the portion of the property where the grass meets the asphalt.

Grading and Erosion Control:

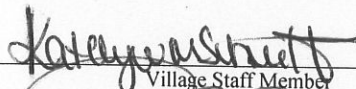
Motion to approve the proposed grading and erosion control plan as presented for the Village of Richfield's municipal building located at Heritage Park, identified by Tax Key V10_044800E, subject to the terms and conditions contained in the letter dated March 17, 2016 from Village Engineer Craig Kunkel.

Site Plan

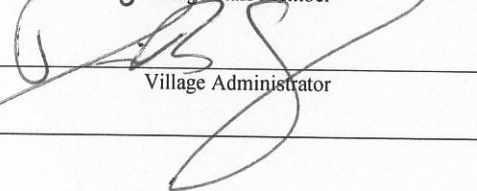
Motion to approve the proposed site plan as presented for the Village of Richfield's municipal building located at Heritage Park, identified by Tax Key V10_044800E.

APPROVED FOR SUBMITTAL BY:

VILLAGE CLERKS USE ONLY
BOARD ACTION TAKEN



Village Staff Member



Village Administrator

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

RESOLUTION 06-02-01**A RESOLUTION SUPPORTING THE CONSTRUCTION OF A NEW
FIRE STATION FOR THE RICHFIELD VOLUNTEER FIRE COMPANY**

WHEREAS, McGrath Consulting Group, Inc. has conducted a Fire Company Audit for the Richfield Volunteer Fire Company; and

WHEREAS, the audit shows the need for improved apparatus bay and exhaust systems; improved training facilities, unisex shower and restroom areas, office areas, storage areas etc. The current ISO rating of 6/9 should not be negatively impacted by the construction of a new fire station due to the fact that there are many factors that contribute to the ISO rating system.

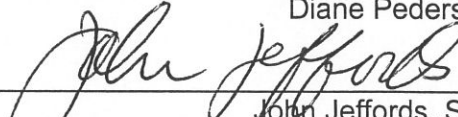
WHEREAS, McGrath Consulting Group, Inc. has made a recommendation to construct a new fire station in the area of the Town Hall. This station will become the headquarters station and the first priority in addressing fire station needs; and

WHEREAS, the Town Board supports the efforts of the Richfield Volunteer Fire Company and also supports forming a partnership with the Richfield Volunteer Fire Company to build a new fire station. The Town Board has set aside land adjacent to the Town Hall on Hubertus Road for the construction of a fire station; and

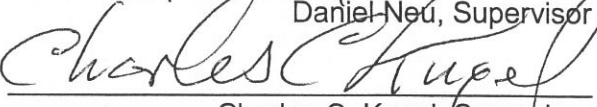
NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Richfield agrees to set aside three to five acres of land currently owned by the Town for the construction of a fire station. The exact location of the fire station will be determined by engineering, surveying and additional meetings between the Town and Richfield Volunteer Fire Company.


Passed this 16th day of February 2006.


Diane Pedersen, Chair


John Jeffords, Supervisor


Daniel Neu, Supervisor


Charles C. Kugel, Supervisor


Charles Senn, Supervisor

ATTEST:



RICHFIELD VOLUNTEER FIRE COMPANY

2008 Highway 175 • Box 207 • Richfield, WI 53076 • Phone: (262) 628-1601

Email: rvfd@richfieldfire.com • www.richfieldfire.com

May 15, 2015

Village of Richfield
Jim Healy
4128 Hubertus Rd.
Hubertus, WI 53033

RE: Architect and Construction Manager Selection

Dear Mr. Healy,

The Richfield Volunteer Fire Company (RVFC) is moving forward with planning for a new headquarters station. To that end, we have interviewed three architectural firms, and four construction management firms over the course of four months. These firms are well-known known in the construction industry, and most have extensive experience designing and constructing fire stations. Most firms are located in southeast Wisconsin, however we also considered firms from nearby states. Our selection process included interviewing senior managers from each firm, learning about each firm's process, and comparing expected costs.

The RVFC Building Committee unanimously favored MSI General from Oconomowoc, Wisconsin for both architectural and construction management services. This decision was based on their track record of completing projects on time and within budget, favorable references from other fire departments, and low cost for both architectural and construction management services. Our perception based on our interviews, is that we will have more influence and flexibility in design with MSI General than with their competitors. We also anticipate an advantage in ultimately utilizing MSI General for construction management services, rather than involving another firm in the project at a later time. The projected cost for architectural services, based on a \$3 million project budget, is \$150,000.

This recommendation was brought before the RVFC Membership at the May 4, 2015 business meeting. The RVFC Membership unanimously approved a motion to recommend MSI General to the Village of Richfield. The Richfield Volunteer Fire Company respectfully requests that you accept our request to hire MSI General to provide architectural services for the new headquarters fire station, per the attached contract which we have reviewed.

Sincerely,

Terry Kohl
Chief
Richfield Volunteer Fire Company



RICHFIELD VOLUNTEER FIRE COMPANY

2008 Highway 175 • Box 207 • Richfield, WI 53076 • Phone: (262) 628-1601
Email: rvfd@richfieldfire.com • www.richfieldfire.com

February 8, 2016

Dear Neighbor,

On **Thursday, February 25th from 5-8PM**, the Village of Richfield and the Richfield Volunteer Fire Company will be jointly hosting an Open House at the Richfield Volunteer Fire Station No.1, located at 2008 STH 175. The purpose of the meeting will be to inform the public and solicit feedback on the proposed headquarters station to be built at Heritage Park. A brief presentation on the project plan will begin at 7PM. Multiple members of the Richfield Volunteer Fire Company, Village Staff, and various project managers from MSI General will be available before the presentation and after to meet with individuals and be a resource for any questions or comments they might have.

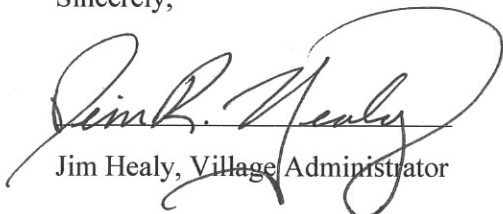
Also, on February 17th, the Village's Architectural Review Board will be reviewing the proposed renderings for the first time. The public meeting is scheduled to start at 6:30PM at the Village Hall. Mr. Bert Zenker from MSI General will be discussing with the Architectural Review Board the design itself, the proposed materials and the overall site plan. We welcome you to attend!

By way of background, the Richfield Volunteer Fire Company is the Village's longest public/private partnership, going on its 116th year. For decades, our Fire Company has relied on "paid on call volunteers" to provide essential emergency response services to those in need. This flexible staffing model, predominately utilizing 'paid on call volunteers' and a minimal number of full-time employees, allows the Company to keep salary costs low, which in turn saves taxpayer dollars in the Village and for the other municipalities the Fire Company also services in the Towns of Erin, Polk, and Germantown.

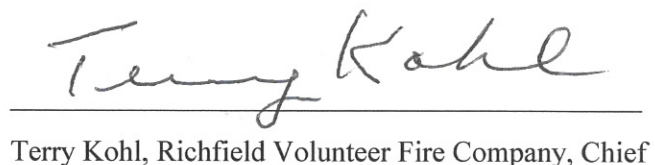
Back in 2006, the then Town of Richfield passed a resolution reserving approximately 3-5 acres of land at Heritage Park along Hubertus Road for a future Fire Company headquarters. Heritage Park was chosen because it is the most centralized location in the Village and therefore is the best-suited area to continue to protect the health, safety and welfare of our Village residents. The proposed centralized headquarters will include no frills essentials they currently lack like overnight sleeping facilities, adequate office space, separate showers and locker rooms for female employees and workable training space. These amenities are essential for them to continue to be a thriving, separate, private entity for another 116 years! We strongly believe incorporating overnight sleeping quarters into a new building will attract and retain resident volunteers and more importantly, the vital non-resident, 'paid on call volunteer' employees to work overnight shifts and help continue to mitigate salary costs.

Please consider attending these very important meetings to find out how the Richfield Volunteer Fire Company and the Village plan to continue to provide cost-effective vital emergency services to our growing community!

Sincerely,



Jim Healy, Village Administrator



Terry Kohl, Richfield Volunteer Fire Company, Chief



March 3, 2016

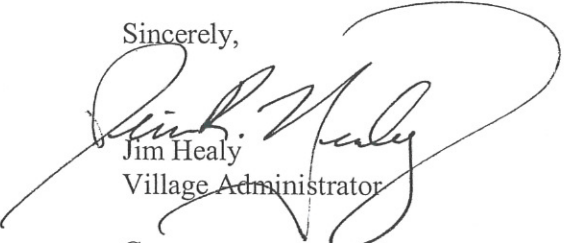
Village of Richfield
*Forward. Preserving...
A Country Way of Life!*

Dear Neighbor,

My name is Jim Healy and I am *your* Village Administrator. I am writing today because it was brought to my attention by one of your neighbors that you were not notified of our public information meeting last week Thursday. In light of that fact, I would like to personally share with you the exciting progress that we have been making towards building a new fire station headquarters for the Richfield Volunteer Fire Company on our Village Hall campus. As you likely know, the Town and now Village have been planning this emergency response service improvement for more than 10 years. Our hope is that this building will be a long-term solution to the Village's emergency response needs and allow the Fire Company to potentially shave minutes off of their response times. Rather than continuing to respond to fire and EMS calls from the far northeast corner of the Village, a new, centralized location here at Heritage Park will allow our brave men and women to only have to travel three (3) miles in every direction to a person in need. In 2006, a resolution was passed by the Town Board to set aside approximately three (3) to five (5) acres on our campus for the station's construction. A copy of that resolution has been included with this letter for your convenience.

At the Village's last Architectural Review Board meeting, the finalized design was approved and now it will be sent to the Plan Commission on April 7th at 7PM for final review. Enclosed is a copy of the proposed design as it will be viewed from Hubertus Road as well as the overall site plan. The public is welcomed and encouraged to come to this meeting to hear the presentation by MSI General, the project managers. If you have any questions, comments, or concerns regarding this new emergency response headquarters, I encourage you to contact the Richfield Volunteer Fire Company directly at (262)-628-1601. I am also more than willing to sit-down and meet with any resident individually to discuss the long history of this project and our plans to help our first responders react to emergency situations that much quicker.

Sincerely,



Jim Healy
Village Administrator

Cc:

John Jeffords, Village President
Board of Trustees

Terry Kohl, Richfield Volunteer Fire Company Chief

Encl:/ Richfield Volunteer Fire Company HQ, site plan/drawing; Resolution 06-02-01



1115 S. Main Street
West Bend, WI 53095
262-384-4406
kunkelengineering.com

March 17, 2016

Mr. James Healy, Administrator
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

**Re: Richfield Fire Department Station No. 2
Grading and Erosion Control Plan Review**

Dear Jim:

Please consider this transmittal a synopsis of review comments relative to the proposed grading and erosion control measures proposed to be completed at the site of the Richfield Fire Department, Station No. 2. The new station is to be constructed at 4166 Hubertus Road on property owned by the Village of Richfield. The site plans were prepared by MSI General and provided us on March 9, 2016. The Stormwater Management Report dated March 10, 2016 (prepared by Lake Country Engineering) followed on March 11, 2016.

General

The proposed project consists of the construction of a new fire station, apparatus bays, training room, administrative offices, dorm rooms and ancillary facilities. The station has overall dimensions of 188 feet by 137 feet with a total area of 18,700 square feet. Two paved parking lots will be constructed in concert with the project, served by three driveways extending to Hubertus Road. The easterly driveway is perpendicular to Tally Ho Trail.

The primary drainage through the site is provided by a roadside ditch which ultimately angles in a northeasterly direction behind the existing Village Hall buildings. Topographically, the western portion of the site drains in a northeasterly direction while the eastern portion drains to the southeast discharging to the existing drainage ditch. The elevations of the majority of the site are below the crown of Hubertus Road.

Proposed Site Grading

The proposed site grading has been developed in a manner to direct surface water in an easterly direction with discharge into the existing drainage ditch. The western portion of the site will continue to direct surface water to a stormwater inlet north of the site. The far southwest corner of the site is not being graded as same and has been reserved as a septic area. Moreover, drainage culverts are proposed to be installed along the three driveways extending from Hubertus Road. The most westerly (upstream) culvert will be the smallest, 18" in diameter, the middle culvert will be 36" in diameter and the third, most downstream culvert, will be a 29" x 42" elliptical pipe.

A drainage swale to be constructed at the rear of the building will direct both surface water and building drains to a newly construction infiltration basin with an overflow to the existing drainage ditch. The balance of the surface water along the front of the building will continue to be directed to the roadside ditch in a manner as exists today.

The architect\engineer has provided a note on the plans indicating that final grades will be determined in the field and in part based upon the available fill material generated by site work operations. Therefore, the Village can expect there may be some fluctuations in grade that may be different than as reflected on the plans.

Erosion Control

A number of Best Management Practice, BMPs, are proposed to be erected on site in conjunction with the construction of the building, parking lots and proposed driveways.

First, prior to the initiation of a construction, a tracking pad is to be extended from the travel way of Hubertus Road into the site. This will serve as the primary construction entrance for the duration of the project and ultimately will be converted to a driveway once construction is completed. Both a ditch check, upstream of the tracking pad, and a culvert, under the tracking pad, are to be installed prior to placement of the tracking pad to ensure that drainage through the ditch is not impaired during construction.

Second, approximately 140 lineal feet of silt fence is to be installed at the northwest corner of the site along the existing gravel pathway. Storm water generated post construction will continue to be directed across the existing gravel parking lot serving the adjacent baseball diamond. The silt fence will help ensure that eroded material emanating from the site work will not be discharged over the gravel pathway. It should be understood that public access to the recreational facilities may be impacted during construction.

Finally, a series of ditch checks will be installed both along the existing ditch line adjoining Hubertus Road as well as a swale to be graded along the rear of the building. The purpose of the ditch checks is to ensure that eroded material from the grading activities is not discharged to the ditch as well as reduce the velocity within the ditch to prevent significant erosion during rainfall events.

Stormwater Management

Chapter 167 Village of Richfield Code of Ordinances sets forth requirements relative to post construction stormwater management. In essence, the Ordinance requires that the following conditions be met for all developments on sites exceeding one or more acres of land:

- 1) That total suspended solids be reduced by 80% based upon the average annual rainfall, as compared to no runoff management controls.
- 2) That Best Management Practices (BMPs) be designed, installed and maintained to infiltrate 10% of the runoff from the two year, 24 hour design storm.
- 3) That BMPs be designed to maintain or reduce stormwater runoff discharge rates to the maximum extent practical, as compared to pre-development stormwater discharge rates.

- 4) That a maintenance agreement as required under Subsection 167(8B) for stormwater management facilities be executed between the Village and the responsible party to provide for maintenance of the stormwater facilities and that same filed with the County Register of Deeds as a property deed restriction.

The Stormwater Management Report dated March 10, 2016 was prepared by Lake Country Engineering Inc. and submitted to the Village by MSI General on March 11, 2016. The Stormwater Management Report provides an analysis of the impact of future storm events post construction. In summary, the Report reflects that proposed BMPs and stormwater facilities will result in a reduction of 90.2% Total Suspended Solids (TSS), infiltrate 32% of the stormwater generated on-site and maintain rates of stormwater runoff from the site to predevelopment rates for the 2 year, 10 year, 25 year, 50 year and 100 year storm events. Therefore, all requirements for stormwater management pursuant to the Village ordinance have been met. It is, however, necessary that a Stormwater Maintenance Agreement be provided to ensure that the stormwater facilities will be maintained in perpetuity. Same will need to be recorded at the Washington County Register of Deeds.

Recommendations

We heretofore recommend that the Village of Richfield consider the following recommendations when reviewing the proposed fire station plans and incorporate as conditions of approval should that be your desire.

- 1) That the applicant obtain a Notice of Intent (NOI) to undertake grading activities as is required by the Wisconsin Department of Natural Resources.
- 2) That the owner/contractor be responsible for monitoring all BMPs pursuant to the requirements of the Wisconsin Department of Natural Resources.
- 3) That a Stormwater Management Agreement be prepared pursuant to Section 167(8B) and reviewed by the Village Attorney with the same to be executed and filed by the Washington County Register of Deeds. In addition, an access easement should be prepared by the applicant providing the Village with the authority to maintain the infiltration basin should that be necessary at a future date.

Jim, this concludes our review of the grading and erosion control plans submitted by MSI General for construction of Fire Station No. 2. Should you have any questions in the interim, please do not hesitate to contact me.

Sincerely,

KUNKEL ENGINEERING GROUP



Craig J. Kunkel, P.E.

Lucky Logan LLC
3841 Mayfield Road
Jackson, WI 53037

Scott & Carol Campbell
4195 Hubertus Road
Hubertus, WI 53033

Richard Romanski
Cathy Lohrey
1333 Parkview Drive
Hubertus, WI 53033

Holding LL Kaligarri
c/o Terry J Cullen, Mgr
P.O. Box 878
Milwaukee, WI 53201-0878

John & Mary Morris
4323 Hubertus Road
Hubertus, WI 53033

Daniel & Susan Kopesky
1355 Parkview Drive
Hubertus, WI 53033

Clifford Trimberger
4408 Hubertus Road
Hubertus, WI 53033

Paul & Sharon Volz
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Hubertus, WI 53033

Jeffrey & Catherine Piotrowski
1383 Parkview Drive
Hubertus, WI 53033

Melder Trust
4421 Hubertus Road
Hubertus, WI 53033

Nels & Susan Hansen
4343 Hubertus Road
Hubertus, WI 53033

Donald & Deborah Reinbold
1388 Parkview Drive
Hubertus, WI 53033

Anne Schalla
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P O Box 5
Hubertus, WI 53033

Jerome & Kathleen Hansen
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James & Debra Bozich
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Melder Trust
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Robb & Gail Pattison
1336 Parkview Drive
Hubertus, WI 53033

Judith Neureuther
4236 Hubertus Road
Hubertus, WI 53033

Richard & Sandra Deuster
4399 Hubertus Road
Hubertus, WI 53033

BKWF TRANSITION TRUS
Bruce E White ET AL
1511 Prairie Lane
Hubertus, WI 53033

Tambi & Walter Burrow
4116 Hubertus Road
Hubertus, WI 53033

Grace Hansen
4461 Hubertus Road
Hubertus, WI 53033

MJAF TRANSITION
4301 Prairie Lane
Hubertus, WI 53033

CURRENT RESIDENT
4121 Hubertus Road
Hubertus, WI 53033

UWM Board of Regents
c/o Donald G Melkus
UWM PO Box 413
Milwaukee, WI 53201

Philip & Jo Ann Neumann
4361 Prairie Lane
Hubertus, WI 53033

Edward & Wendy Randall
4293 Hubertus Road
Hubertus, WI 53033

Michael & Sara Bolcek
1311 Parkview Drive
Hubertus, WI 53033

William & Mary Jo Humpal
4391 Prairie Lane
Hubertus, WI 53033

Rajpal Diol
1435 Prairie Lane
Hubertus, WI 53033

Richard & Judi Zainer
1465 Hilltop View Ct
Hubertus, WI 53033

Richard & Kim Ranicke
1387 Homestead Ct.
Hubertus, WI 53033

Eric & Terri Thomas
1457 Prairie Lane
Hubertus, WI 53033

Daniel & Michele Stingl
1475 Hilltop View Ct
Hubertus, WI 53033

Scott & Leann Banwart
1411 Deer Trail Ct
Hubertus, WI 53033

Jeffrey & Nicole Packee
1477 Prairie Lane
Hubertus, WI 53033

Egon & Shelley Muelder
1476 Hilltop View Ct
Hubertus, WI 53033

Matthew & Jane Ketterer
1433 Deer Trail Ct.
Hubertus, WI 53033

Robert & Krista Kregel
1493 Prairie Lane
Hubertus, WI 53033

Clint A Hanson
1466 Hilltop View Ct
Hubertus, WI 53033

Michael & Beth Kangas
1445 Deer Trail Ct
Hubertus, WI 53033

Jeffrey & Ronda Hetchler
1490 Prairie Lane
Hubertus, WI 53033

Adam & Rebecca Becker
1450 Hilltop View Ct
Hubertus, WI 53033

Richard & Pamela Parker
1446 Deer Trail Ct.
Hubertus, WI 53033

Dennis & Theresa Driver
1470 Prairie Lane
Hubertus, WI 53033

Barry S Simon
1430 Hilltop View Ct.
Hubertus, WI 53033

R Robert Denney
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Hubertus, WI 53033

Robert & Cynthia Rogers
1458 Prairie Lane
Hubertus, WI 53033

Santo & Mary Mortillaro
1396 Homestead Ct
Hubertus, WI 53033

Michael & Julie Glynn
1412 Deer Trail Ct.
Hubertus, WI 53033

David & Diane Butchart
1440 Prairie Lane
Hubertus, WI 53033

Jeffrey & Dena Jasinski
1380 Homestead Ct
Hubertus, WI 53033

Lori Brzakala
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Michael & Andrea Parks
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Hubertus, WI 53033

Timoth Wojciechowski
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Hubertus, WI 53033

David Roberts & Patricia Nehs
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Hubertus, WI 53033

David & Holly Dytchkowskyj
1449 Hilltop View Ct
Hubertus, WI 53033

Michael & Jacqueline Weyer
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Hubertus, WI 53033

James & Lorolyn Hoppe
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Hubertus, WI 53033

Matthew & Holly Shimon
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George & Christine Marquardt
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Hubertus, WI 53033

William Mattson
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Hubertus, WI 53033

Michael & Sherri Schroeder
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Eckehard Stuth
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Keith & Alta Gainer
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New Berlin, WI 53151

Paul & Stefanie Parker
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Hubertus, WI 53033

Judith Berres
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Hubertus, WI 53033

Christopher Ehler
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Hubertus, WI 53033

Mark & Terry Brazell
1491 Parish Drive
Hubertus, WI 53033

Ronald & Margene Schneider
1380 Hillside Road
Hubertus, WI 53033

Richard & Alisa Seegert
4213 Maria Ln
Hubertus, WI 53033

Alex & Margaret Dittrich
1494 Parish Drive
Hubertus, WI 53033

Irene & Mary Loeffel
1515 Hillside Rd
Hubertus, WI 53033

Plymouth Nelson
4214 Maria Ln
Hubertus, WI 53033

Daniel & Susan Pfeifer
1474 Parish Drive
Hubertus, WI 53033

Mary Loeffel
1515 Hillside Rd
Hubertus, WI 53033

Robert & Debra Zindler
1529 Parish Drive
Hubertus, WI 53033

Steven & Cynthia Higgins
1452 Parish Drive
Hubertus, WI 53033

David & Christine Sitzman
1491 Hillside Rd
Hubertus, WI 53033

Jack & Carol Broas
1509 Parish Drive
Hubertus, WI 53033

William & Melinda Oberholtzer
1426 Parish Drive
Hubertus, WI 53033

Robert & Katherine Juno
1461 Hillside Rd
Hubertus, WI 53033

Kyle Johnson & Douglas Chinnock
1512 Parish Drive
Hubertus, WI 53033

Daniel & Karee Trebiatowski
W24N7920 Sharon Drive
Sussex, WI 53089

Gary & Amy Dzwinel
1313 Hillside Rd
Hubertus, WI 53033

Chad & Christina Ellis
1540 Parish Drive
Hubertus, WI 53033

Hometown Investment
1247 State Hwy 175
Hubertus, WI 53033

Michael & Megan Kolb
4058 Hawks Ridge Dr
Hubertus, WI 53033

Scott & Natasha Vogel
4048 Hawks Ridge Dr
Hubertus, WI 53033

Thomas & Kathleen Wilson
3947 Hawks Ridge Dr
Hubertus, WI 53033

Steven & Kathryn Jones
4011 Hawks Ridge Dr
Hubertus, WI 53033

Donald & Susan Weyer
3942 Rosie Ct
Colgate, WI 53017

Horwath Family Trust
3951 Hawks Ridge Dr
Hubertus, WI 53033

Chadwick & Michelle Beeler
4055 Hawks Ridge Dr
Hubertus, WI 53033

Scott & Mary Moschea
4018 Hawks Ridge Dr
Hubertus, WI 53033

Shari & Steven Waggoner
3955 Hawks Ridge Dr
Hubertus, WI 53033

Clifton & Shelia Ratza
1474 Hawks Nest Ct
Hubertus, WI 53033

Timothy & Teresa Stortz
4008 Hawks Ridge Dr
Hubertus, WI 53033

Michael & Jacqueline Weyer
2956 Maple Terrace
Germantown, WI 53022

George & Nancy Herro
1460 Hawks Nest Ct
Hubertus, WI 53033

Busalacchi Trust
4000 Hawks Ridge Dr
Hubertus, WI 53033

Timothy & Sandra McQuillian
3967 Hawks Ridge Dr
Hubertus, WI 53033

Mark & Joan Weyer
1450 Hawks Nest Ct
Hubertus, WI 53033

Eric Stamm & Nicole Dahl
3990 Hawks Ridge Dr
Hubertus, WI 53033

Nicholas & Amber Giordano
3973 Hawks Ridge Drive
Hubertus, WI 53033

Ehsanolah & Janet Soofi
1451 Hawks Nest Ct
Hubertus, WI 53033

Dodd & Rebecca Miller
3964 Hawks Ridge Dr
Hubertus, WI 53033

Donald & Pamela Weyer
3946 Red Oak Ct
Hubertus, WI 53033

Kuchevar trust
1461 Hawks Nest Ct
Hubertus, WI 53033

Rex Hovey
2778 S Adams Ave
Milwaukee, WI 53207

Andrew C Donovan
3999 Hawks Ridge Dr
Hubertus, WI 53033

Carl & Christine Widder
2564 N 82 Street
Wauwatosa, WI 53213

Timothy & Anne Schepp
3952 Hawks Ridge Dr
Hubertus, WI 53033

Gary & Deborah Micheal
4003 Hawks Ridge Dr
Hubertus, WI 53033

John & Janice Lotzer
4041 Hawks Ridge Dr
Hubertus, WI 53033

Eric & Wendy Casetta
3948 Hawks Ridge Dr
Hubertus, WI 53033

Curtis & Wanda Beeler
1859 Mill Rd
Jackson, WI 53037

Curt Kandel
4042 Coopers Hawk Dr
Hubertus, WI 53033

Raymond & Susan Booth
4055 Coopers Hawk Dr
Hubertus, WI 53033

Kurt & Sharon Schreiner Revocable Trst
c/o Carroll Law Office SC
W62N652 Washington Ave
Cedarburg, WI 53012

Tally Ho Residents
Courtesy Letter – 3/3/2016
RE: RVFC New Building

V10-0804-002
CURRENT RESIDENT
1262 Tally Ho Trail
Hubertus, WI 53033

Scott & Carol Campbell
4195 Hubertus Rd
Hubertus, WI 53033

V10-0804-011
CURRENT RESIDENT
1188 Tally Ho Trail
PO Box 366
Hubertus, WI 53033

V10-0804-001
Crown of Life Church

V10-0804-010
CURRENT RESIDENT
1204 Tally Ho Trail
Hubertus, WI 53033

V10-0804-012
CURRENT RESIDENT
1185 Tally Ho Trail
Hubertus, WI 53033

V10-0804-009
CURRENT RESIDENT
1212 Tally Ho Trail
Hubertus, WI 53033

V10-0804-013
CURRENT RESIDENT
1195 Tally Ho Trail
Hubertus, WI 53033

V10-0804-008
CURRENT RESIDENT
1218 Tally Ho Trail
Hubertus, WI 53033

V10-0804-014
CURRENT RESIDENT
1207 Tally Ho Trail
Hubertus, WI 53033

V10-0804-007
CURRENT RESIDENT
1224 Tally Ho Trail
Hubertus, WI 53033

V10-0804-015
CURRENT RESIDENT
1235 Tally Ho Trail
Hubertus, WI 53033

V10-0804-006
CURRENT RESIDENT
1230 Tally Ho Trail
Hubertus, WI 53033

V10-0804-016
CURRENT RESIDENT
1243 Tally Ho Trail
Hubertus, WI 53033

V10-0804-005
CURRENT RESIDENT
1238 Tally Ho Trail
Hubertus, WI 53033

V10-0804-017
CURRENT RESIDENT
1275 Tally Ho Trail
Hubertus, WI 53033

V10-0804-004
CURRENT RESIDENT
1246 Tally Ho Trail
Hubertus, WI 53033

V10-0804-018
CURRENT RESIDENT
1289 Tally Ho Trail
Hubertus, WI 53033

V10-0804-003
CURRENT RESIDENT
1254 Tally Ho Trail
Hubertus, WI 53033

V10-0804-00A
CURRENT RESIDENT
4195 Hubertus Rd
Hubertus, WI 53033

7 e



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM

MEETING DATE: April 7, 2016

7.e.

SUBJECT: Conceptual Rs-1b Subdivision Review (Tax Keys: V10_1250 and V10_1255)
DATE SUBMITTED: March 31, 2016
SUBMITTED BY: Jim Healy, Village Administrator

POLICY QUESTION: NONE, DISCUSSION ONLY.

ISSUE SUMMARY:

One year ago at the Plan Commission's March meeting we were approached regarding a then property owner's (Ritter) desire to market a cluster subdivision development along Monches Road, just west of STH 164. The proposed unnamed development, consisting of 80 acres, is consistent with the Village's adopted Future Land Use Map and Comprehensive Plan which shows this area designed as both "Single Family" and "Environmental Corridor". This is the third generation of subdivision design that Village Staff has reviewed and provided comment on. The first, showed connections off of both Yorkshire Drive and Plateau Drive, existing subdivision with infrastructure created with the intent of having future road connections. Staff's initial concern was the lack of access to an arterial road but we were pleased they used the connectivity, as anticipated, on the aforementioned subdivision roads. In the second generation design, the developer chose to connect to Plateau Drive and Monches Road but not Yorkshire Drive. At the Plan Commission meeting in March, it was suggested to the developer that he consider three (3) connection points. The third generation of design, presented here tonight, addresses the Plan Commission's request by connecting to all access points, Monches Road, Plateau Drive, and Yorkshire Drive.

Providing a strong connected network of roads and pedestrian facilities can help distribute traffic, reduce travel distances, commuter times, improve routing for emergency access, solid waste disposal, mail delivery, and snow plowing. "Good" street connectivity means providing a variety of ways to get from Point "A" to Point "B", from using a car to walking/pedestrian traffic. Staff believes that connecting these two (2) previously planned subdivision terminations with Monches Road would help to achieve three (3) of the "Overarching Policies" for transportation as outlined in the 2014-33 Comprehensive Plan Update:

- Provide a greater range of transportation choices (linages), including quality roads, highways, sidewalks and trails to meet the diverse needs of a growing residential population.
- Provide inspiring and well-maintained public streets in planned developments and hamlets.
- Encourage transportation connections between developments (beyond just roads) to promote opportunities for walking, hiking, and biking through the community to enjoy the natural character of the Village.
- Encourage the expansion of transportation choices for the elderly, disabled, and children (those not able to drive).
- Discourage the development of roadways in environmentally sensitive areas such as wetlands, floodplains, scientific areas, and on soils with engineering limitations.
- Schedule street improvements according to the analysis of existing physical street conditions, and Village budget capacities using the CIP and Budget.
- Direct future access points located along STH 164, STH 167 and STH 175 to intersection public streets spaced at least 1,300 to 2,600 feet apart.
- Whenever feasible, require new development to connect to the existing transportation system (e.g., connect between subdivision).
- Evaluate opportunities to establish bike routes whenever resurfacing or reconstructing a roadway.

In anticipation for tonight's discussion, Village Staff asked the Richfield Volunteer Fire Company, DPW Supervisor Adam Schmitt and Village Engineer Craig Kunkel to also comment on the proposed design for the subdivision. They are attached herein for your consideration or summarized below:



VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM

MEETING DATE: April 7, 2016

SUBJECT: Conceptual Rs-1b Subdivision Review (Tax Keys: V10_1250 and V10_1255)
DATE SUBMITTED: March 31, 2016
SUBMITTED BY: Jim Healy, Village Administrator

"It is our opinion from an emergency response perspective that the road connection to Yorkshire Drive (in addition to Monches Road and Plateau Drive) should be made. Judging by the map there would only be a very short disconnect between the two roads, perhaps only a matter of feet, or the depth of a single lot. This connection could aid in the response of the fire company in having an alternate access point due to any emergency blocking the main section of the subdivision, or in assisting apparatus responding to a caller who does not know the exact address location of an emergency. This would also be crucial in effective tender operations, in which all water used at fires must be brought to the scene of a fire by a truck. Having this connection will ease the traffic flow and save precious time in getting much needed water to a scene." – **Fire Chief, Terry Kohl**

"I concur that providing all three access points to the new development sandwiched between the two existing subdivisions makes sense, if practical. I think that with strategic design considerations and possibly some right-of-way abandonment/acquisition the connection at Yorkshire could be made not to appear "wonky". I/we have seen and work with this exact situation many times in the past. It does take a bit of creative thinking, solid planning and of course working with property owners within the adjacent neighborhoods in a manner to create a win-win scenario." – **Village Engineer Craig Kunkel**

"The Department of Public Works has had an opportunity to review the proposed development that would connect Yorkshire Drive to Plateau Drive to Monches Road. It is our opinion that this development would benefit not only the Department on a maintenance level, but the entire Southwest section of the Village as an alternative route in the event of an emergency or local road construction. The one area of concern is how the connection to Yorkshire Drive will be made as this is currently a closed (landscaped center) cul-de-sac. We believe that this area must be reconstructed to make the road connect without additional inconveniences for maintenance/snow removal operations." – **DPW Supervisor Adam Schmitt**

All things considered, at a minimum, Staff believes the public interests are best-served if a Public Information Meeting is held prior to any additional action being taken by the developer, to discuss with the residents who live along Plateau Drive and Yorkshire Drive, so that the intentions of the developer are made known to the residents in the surrounding area. While the connection to Plateau Drive will be seemingly more understandable to the residents who live there, the residents on Yorkshire Drive may bring about additional considerations for the Plan Commission and Village to consider as to why it may not be practical. The knoll on Yorkshire Drive where this road would connect to may present developmental or engineering challenges, but in looking at the surrounding subdivisions, Winchester Fields, specifically, this type of a 'node' cul-de-sac is not unusual and there are adequate travel lanes for cars moving in all directions.

Members of the Plan Commission are strongly encouraged to visit the site prior to the meeting to ensure a greater understanding of the area's topography.

Tonight for your consideration, Mr. Pete Hurth from Baudhuin Incorporated is here to discuss the proposed concept design and solicit feedback from the Plan Commission regarding the proposed conceptual design. While the developer does not have any *immediate* plans to apply for a Preliminary Plat for this subdivision, he was not the original developer (Ritter) when the Plan Commission reviewed this plan in March of 2015.




VILLAGE OF RICHFIELD
PLAN COMMISSION COMMUNICATION FORM

MEETING DATE: April 7, 2016

SUBJECT: Conceptual Rs-1b Subdivision Review (Tax Keys: V10_1250 and V10_1255)
DATE SUBMITTED: March 31, 2016
SUBMITTED BY: Jim Healy, Village Administrator

FUTURE IMPACT AND ANALYSIS:

REVIEWED BY:


Village Deputy Treasurer

Forward to Village Board: N/A
Additional Approvals Needed: N/A
Signatures Required: N/A

ATTACHMENTS:

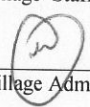
1. Yorkshire Drive – Washington County GIS Overview
2. Plateau Drive – Washington County GIS Overview
3. Baudhuin Incorporated conceptual design, 3.0
4. Correspondence from Richfield Volunteer Fire Chief, Terry Kohl (undated but received March 30, 2016)
5. Pictures from Yorkshire Drive dated March 30, 2016

STAFF RECOMMENDATION:

None, discussion only.

APPROVED FOR SUBMITTAL BY:

Village Staff Member

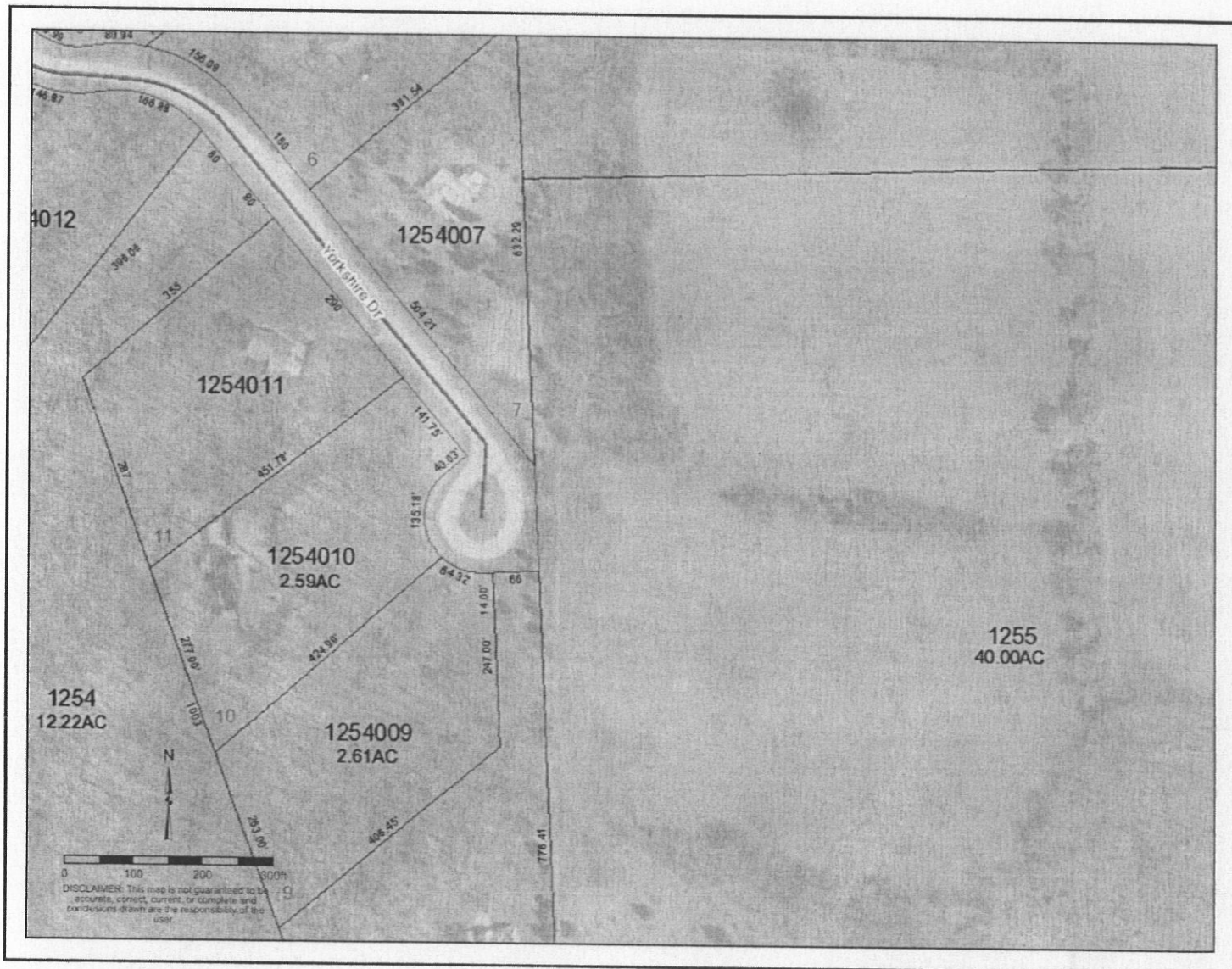


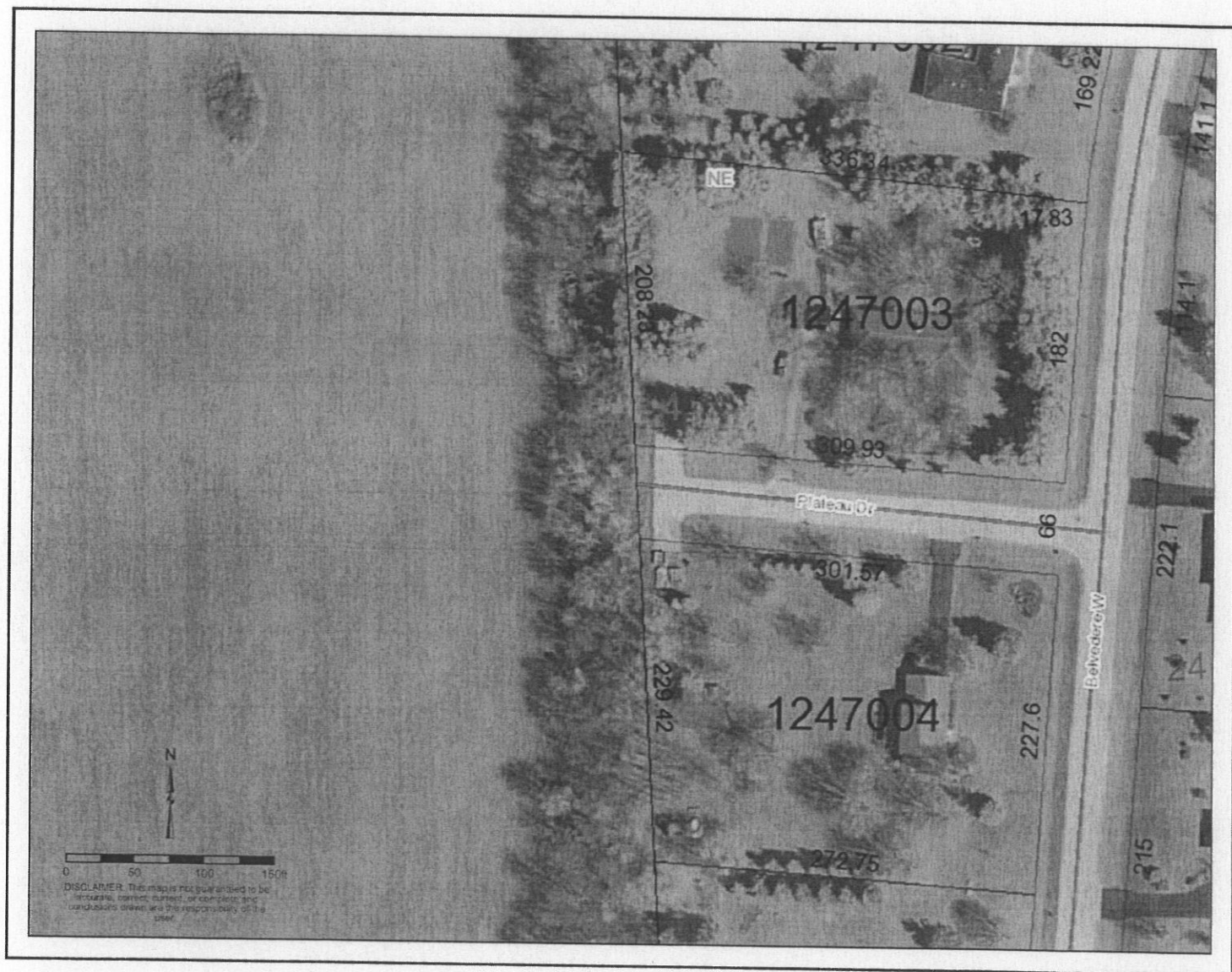
Village Administrator

VILLAGE CLERK USE ONLY
BOARD ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____







RICHFIELD VOLUNTEER FIRE COMPANY

2008 Highway 175 • Box 207 • Richfield, WI 53076 • Phone: 262-628-1601

Email: rvfd@richfieldfire.com • www.richfieldfire.com

Jim Healy
Village / Planning and Zoning Administrator
Village of Richfield
4128 Hubertus Road
Hubertus, WI 53033

Dear Mr. Healy,

This letter is in regards to the proposed new subdivision to be located on the South side of Monches Road between Melody Lane and Belvedere West. The proposed connection points per the concept plan map show road connections to Monches road, Plateau Drive, and Yorkshire Drive. The question was asked if the Richfield Volunteer Fire Company is satisfied with the layout, and if we would have an issue if there were not a connection made to Yorkshire Drive.

It is our opinion from an emergency response perspective that the road connection to Yorkshire Drive should be made. Judging by the map there would only be a very short disconnect between the two roads, perhaps only a matter of feet, or the depth of a single lot. This connection could aid in the response of the fire company in having an alternate access point due to any emergency blocking the main section of the subdivision, or in assisting apparatus responding to a caller who does not know the exact address location of an emergency. This would also be crucial in effective tender operations, in which all water used at fires must be brought to the scene of a fire by truck. Having this connection will ease this traffic flow and save precious time in getting much needed water to the scene.

Thank you for your time and consideration of our thoughts in this planning process. Please feel free to reach me with any further questions or comments on this project.

Sincerely,

A handwritten signature in black ink that reads "Terry Kohl".

Terry Kohl
Fire Chief
Richfield Volunteer Fire Company

CONCEPT PLAN
 LOCATED IN
 THE NE 1/4 & SE 1/4 OF THE SE 1/4, SECTION 32,
 TOWNSHIP 9 NORTH, RANGE 19 EAST,
 VILLAGE OF RICHFIELD, WASHINGTON COUNTY,
 WISCONSIN



GROSS DEVELOPMENT AREA: 81.56 ACRES
 EXISTING R/W: 1.01 ACRES (100% DEDUCT)
 SLOPES 12-20%: 5.18 ACRES (10% DEDUCT)
 SLOPES >21%: 6.13 (50% DEDUCT)
 TOTAL DEDUCTIONS: 0.72 ACRES
 NET BUILDABLE AREA: 76.56 ACRES
 MAXIMUM NUMBER OF LOTS: 25 LOTS
 REQUIRED OPEN SPACE: 32.82 ACRES
 OPEN SPACE: 35.02 ACRES (45.5%)

CURRENT ZONING:
 A-1 EXCLUSIVE AGRICULTURAL DISTRICT
 UC UPLAND CONSERVATION DISTRICT
 PROPOSED ZONING:
 RS-1B SINGLE FAMILY CLUSTER/OPEN SPACE RESIDENTIAL DISTRICT

SOIL CLASSIFICATIONS:
 F&B Fox silt loam, 2 to 6 percent slopes
 HmC2 Hoocheim loam, 6 to 12 percent slopes, eroded
 HmE Hoocheim loam, 20 to 30 percent slopes
 HmD Hoocheim-Hennepin complex, 12 to 20 percent slopes
 THB Hoocheim-Hennepin complex, 30 to 45 percent slopes
 THB2 Threees silt loam, 2 to 6 percent slopes, eroded

